RG 18-86

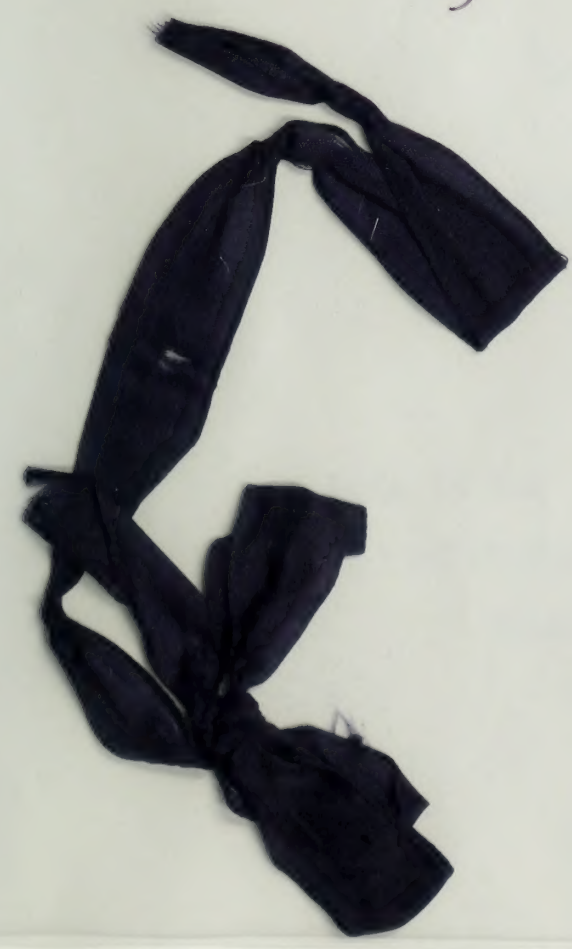
Report of F.E. Titus

Application for Patent

of

Lots 94 and 95 in 3rd Concession S.W....

Township of Glenelg



Rd 18-86

Report of F.E. Titus

Application for Patent

of

lots 41 and 42 in 3rd Concession S.W. ....

Township of Glanelg

R E P O R T

of

F. E. TITUS

C O M M I S S I O N E R

UNDER PUBLIC INQUIRIES ACT.

In the Matter of

APPLICATION FOR PATENT

of

Lots 94 and 95 in 3rd Concession S.W.
of Toronto and Sydenham Road,
Township of Glenelg.

To His Honour Henry Cockshutt, Lieutenant Governor of the Province of Ontario.

In The Matter of The Public Inquiries Act, R.S.O. 1914, Ch. 18.

And In The Matter Of Application for Patent of Lots Numbers Ninety-Four (94) and Ninety-Five (95) in the Third Concession, South West of the Toronto and Sydenham Road, Township of Glenelg, County of Grey.

Sir-,

I, Fernando Elwood Titus of the City of Toronto in the County of York, Solicitor of the Department of Lands and Forests for the Province of Ontario, have the honour to report,-

That, pursuant to the provisions contained in the Commission in this matter granted by your Honour, and dated the Twenty-Fifth day of March 1925, I have held and conducted an inquiry and investigation as to who, if any, is or are the person or persons now entitled as the successor or successors in title of the said John Bowers in the said lands, and the nature and extent of the title and interest held by each of the said person or persons respectively.

Applications for patents for the above lots having been made by Henry Shaw of the Township of Artemesia in the County of Grey, and, as to certain interests therein, by William Jones, of the said Township of Glenelg, an appointment was made for the hearing at the Village of Markdale, in said County of Grey, on the Twenty-Eighth day of March last, of viva voce evidence under oath of witnesses to be produced by said applicants.

Upon this hearing said Henry Shaw was represented as counsel by the Honourable I. B. Lucas. Said William Jones, as assignee of the interests of John Bowers Jr., Rachel Adamson, William Bowers, Mary Witmer, and George Bowers, heirs at law and next of kin of John Bowers Sr., was represented as counsel

by Thomas Delaney Esq. John Bowers Jr. was also present in person. Viva voce evidence under oath was given, which said evidence was taken down by Miss Emma Walton who was duly sworn in this matter, the extended notes of which evidence so taken accompany this report.

Letters dated March Thirty-First last, copies of which letters respectively are attached to the notes of evidence in this matter, were mailed to Mrs. Rachel Adamson, and Mrs. Mary Witmer daughters of said John Bowers Sr., and in reply thereto letters were received dated respectively April First 1925 and April Eighth 1925, copies of which said last mentioned letters are attached to the notes of evidence in this matter. All of which letters were called to the attention of the counsel upon argument of this matter on Twenty-Second April last.

On the Twenty-Second day of April last, Messrs. Lucas and Delaney, at my office in the Parliament Buildings in the City of Toronto, presented arguments in this matter.

Mr. Lucas,-

John Bowers, the assignee, died on or about the year 1890. At the time of his death the lands stood in his name in the books of the Department of Crown Lands, subject to payment of the balance of unpaid purchase price. Between the years 1891 and 1911, his sons, Robert Bowers, and John Bowers, Jr., acquired title by possession as against the other heirs. The other heirs abandoned their claims and interest to Robert and John, Pride v. Rodgers 27 O.R. 320. Henry Shaw acquired Robert Bowers' rights. The agreement between John Bowers and William Jones was void, it being champertous. William Jones, has, by misrepresentations as to monies paid by him for the interest of John Bowers, attempted to mislead and deceive the Department. The agreement between John Bowers and William Jones has been cancelled by mutual consent.

Mr. Lucas admitted that there had been no acquisition of title by possession as against the Crown and that the Crown was entitled to cancel the sale for non-performance of settlement duties; but urged that it was not the practice of the Crown

to insist upon its strict rights in such matters; and asks for recognition by the Crown of the rights of the parties and their assigns who had thus been in possession of this land for thirty-five years.

Mr. Delaney;-

As between the applicants and their predecessors in title, no title by possession has been acquired. Robert Bowers held possession of the land under an agreement with the heirs of John Bowers Sr. by which Robert was to pay taxes and to have the use of the land. Each of the six children of John Bowers Sr. namely, Rachel Adamson, John Bowers, William Bowers, Mary Witmer, George Bowers, and Robert Bowers, was entitled to one-sixth interest. Henry Shaw, having acquired Robert Bowers' interests has but one-sixth interest. William Jones, by quit claim conveyances has acquired five-sixths interest. The Department should recognize the rights of the parties in this proportion. Robert's grazing of the land was not sufficient to give title by possession as against the other heirs. Mr. Delaney cited the following cases,

East v. Clark 33 O. L. R 624: McInnis v. Stewart, 35 N.S. 435; Armour on Titles Third Edition p. 306 - 312, McLaren v. Strachan, 23 O.R. 120 (note) ; Harris v. Moodie, 7 A.R. 414; Coffin vs. North America Land Coy, 21 O.R. 80; Soper vs. City of Windsor 32 O. L. R. 352; McIntyre vs. Thompson 1 O. L. R. 163, 167; Cowley vs. Simpson, 31 O. L. R. (1914) 200; Regina v. Davey, 27 A. R. 508; Campeau v. May 2, O.W.N. 1420; Smith vs. Lloyd, 9 Exch. 562; McDonnell vs. Moodie, (1847), 10 Irish Law Reports, 514.

The giving back of agreement and notes referred to in evidence dealt with the notes only. The agreement between the parties as to the sale of the one sixth (1/6th) interest still subsisted, (See letter John Bowers to the Department, dated April 21st 1924, written subsequent to the alleged cancellation of agreement). The execution of the quit claim deeds estops John Bowers from disputing the transfer. He must now reply upon the verbal conditional agreement for repayment

to him of the agreed price. The vendor has a lien upon the lands for the unpaid purchase price.

Both counsel agreed that if the decision was made that the sale should be cancelled and proceeds divided between parties found interested, a sale of the lands by public auction would produce the best results.

A letter dated July Thirty-first last, a copy of which letter is attached to the notes of evidence in this matter, was mailed to George Bowers, son of said John Bowers Sr. In reply thereto a letter was received dated August Thirteenth last, a copy of which last mentioned letter is attached to the notes of evidence in this matter.

Notice of a further hearing in this matter to be held at my office in the Parliament Building in the City of Toronto on Tuesday, September Fifteenth 1925, at the hour of 2 P.M. for the purpose of hearing such additional evidence and arguments if any as might be offered in the matter, were on the Fourth September last, forwarded to said Messrs. Lucas and Delaney, and to said George Bowers and to said T.W. Brumby, the sole executor of the estate of William Bowers, the said Bowers having died on the Twenty-seventh of February 1923, and with power of attorney to represent Annie Jane Bowers, the sole executrix and devisee of the estate of Elizabeth Bowers, deceased, the devisee of the real and personal estate of said William Bowers, said Elizabeth Bowers having died on the Eighteenth day of March 1923.

As appears by evidence on file, said notices were duly received by said George Bowers and T. W. Brumby, respectively.

On the said Fifteenth day of September last there appeared before me the Honourable Mr. Lucas and said T. W. Brumby. Mr. Brumby produced documents showing that he was duly authorized to represent persons interested in the estate of said William Bowers, that said William Bowers died Twenty-seventh February 1923, and that Elizabeth Bowers died the Eighteenth day of March 1923.

No evidence or arguments in this matter were offered before me on the said Fifteenth September 1925.

Upon reading the material on file and hearing the evidence

given before me, my conclusions as to the facts are:-

(1) That in the year 1855 the land in question was sold to John Hamilton, from whom by mesne assignments it was transferred to and now stands on the books of the Department in the name of John Bowers, now deceased, subject to the payment of unpaid purchase price and interest thereon.

(2) That the Public Lands Act and regulations have not been complied with in reference to this land, and therefore it is subject to cancellation.

(3) That for a short time before the death of John Bowers Sr., he and his son Robert lived upon the lands.

(4) That John Bowers Sr. died some time about the year 1890, intestate and a widower, leaving him surviving, as his only heirs and next of kin Rachel Adamson, William Bowers, Samuel Bowers, Thomas Bowers, John Bowers, Mary Witmer, George Bowers, and Robert Bowers.

(5) That Quit Claim Deeds to William Jones were executed by John Bowers Jr.,dated Dec. 23rd 1922; William Bowers, dated Feb. 20th 1923, George Bowers, dated February 6th 1923; Mary Witmer, dated February 27th 1923, conveying interests in the lands in question, but no consideration was paid for any of such conveyances. Subsequently to the execution of above mentioned quit claim deeds namely, on the 13th of March 1923, Rachel Adamson transferred her right and title in said land to John Bowers, Jr. who still remains the holder thereof.

(6) That no evidence has been given as to the death of Samuel Bowers or Thomas Bowers, save that neither of them has been heard from for forty years; nor has any evidence been given that either of these persons is dead without leaving heirs him surviving.

(7) That, at the time of the death of John Bowers, Sr. the property was thought to be of little value, but the value has materially increased since that time; it being now valued at from One Thousand Dollars ($1,000.) to Two Thousand Dollars ($2,000.).

(8) That after the death of John Bowers Sr. some arrangement was made between Robert Bowers and John Bowers Jr under which

Robert Bowers was to see that the property was not sold for arrears of taxes or non performance of statute labor. John Bowers Jr. from time to time claimed and exercised acts of ownership, such as taking firewood and apples. I accept the answers given by John Bowers in his own words to questions, 11, 17, 19, 23, 24,25,27,30,31,56,57,62,63,65,78,82,85, 8,89, set out on pages 2 to 7 of the notes of evidence. The words, "us boys" in answer to question 11 in my opinion mean John and Robert. Notwithstanding that the answer to question 12 might be construed as showing that heirs other than John and Robert were parties to this arrangement, I am of the opinion that such other heirs were not parties to the arrangement. The witness is quite deaf and did not understand the question. I prefer to accept his statements given in his own words.

(9) That, as tenant in common with the other heirs of John Bowers Sr, Robert Bowers and John Bowers Jr. were in possession under colour of title, and that, being in possession under such colour of title and none of their co-tenants being in possession of any portion of said lands, the possession of Robert and John Bowers is to be construed to be co-extensive with the title, namely, to the whole of both lots in question, and the other heirs are to be deemed disseized as to the whole of both of said lots.

In the cases stated by Mr. Delaney, title by possession was claimed by trespassers. The later cases of Piper vs. Stevenson 28 O. L. R. (1913) 379, and Babbitt, vs. Clark, [illegible] O.W.N. (1925) 112 state the law more favorably to the trespasser than it appears in the earlier cases cited by Mr. Delaney. In Piper vs. Stevenson, which overruled the case of Coffin vs. North America Land Coy., it was held that neither residence upon the land at any time during the year, nor use of the land during the winter months, were necessary to obtain the statutory title by possession, and in Babbitt vs. Clarke it was held that enclosure is not a necessary element in determining whether possession is adverse or not. In both of these cases reference is made to Seddon vs. Smith, 36 L.T.R. 168, a case in which land in dispute was not enclosed and not resided upon; Yet Coburn C. J. in delivering judgment expresses the opinion that, where the trespasser used the land

in all respects as if it were his own, such a user would at least give a title, and that it makes no difference whether there be enclosure or not; that enclosure is the strongest possible evidence of adverse possession, but it is not indispensable.

What constitutes possession varies according to the circumstances. In the present matter, claims to ownership of interest by right of length of possession are made by tenants in common of an interest in an unpatented lot as against other tenants in common. Pride vs. Rodgers, 27 O.R. 320, decides that in such cases the Statute of Limitations applies for the purpose of determining the rights as between the private individuals. In my recommendation as to the distribution of the proceeds of the sale of the land in question in this matter, I have endeavored to apply the rules of law which determine the rights of the claimant of a statutory title by possession.

I would apply to this case the principles applied in Davis vs Henderson, 29 U. C. R. 344 at 358 -9. In that case the person claimed title by possession of a wild and partly cleared lot of land consisting of 100 acres, by virtue of the paper title which he purchased from one whom he believed to be the rightful owner but who was not the owner. The opinion of Morrison J. was that if such person occupies and deals with the cleared and uncleared portions of the lot in the same way that a rightful owner would deal with it, for such period the person so living or so dealing with the land was in actual possession of the whole lot. In that case the payment of taxes was looked upon as an important fact indicating that the right of property and possession was claimed in the whole lot, and that the payment was made in order to preserve the right of property and possession in the whole lot and to prevent it being forfeited.

Where a person claiming title by length of possession has a colour of right to possession, as in this case, and exercises control over the property generally as of "one continuous and connected subject" then I think possession of the part should be deemed possession of the whole. Upon this subject, as also upon the general subject of title by length of possession, I refer

to the case of Rice Lake Tur Mfg. Ltd., vs. McAllister, 56 O.L.R 440 and the cases from which extracts therein are quoted. by Maclock, C. J. O. at page 447.

I am of the opinion that, under the law as set forth in the cases above mentioned, Robert and John Bowers Jr. acquired, by length of possession, the interests of the other heirs of John Bowers Sr.

10. That the interest of Robert Bowers was sold and conveyed by him to William Pickell in 1910; that at that time Robert had a one-half interest in the property, which by his quit claim deed, he conveyed to William Pickell, and which one half interest is now owned by Henry Shaw.

11. That there is not sufficient evidence to show that Pickell and Shaw have had a possession of the lands as against John Bowers Jr which would entitle Henry Shaw to a declaration that he is the owner of the whole of the interest in said lands, and I therefore find that John Bowers Jr. and Henry Shaw are each entitled to a one-half interest in the said lands, subject to the rights of the Crown in connection therewith.

12. That the agreement between John Bowers Jr. and William Jones failed because it rested upon the supposition that John Bowers Jr. William Bowers, George Bowers, Rachel Adamson, Mary Witmer, had a one-sixth interest each in the property. In my opinion John Bowers at this time owned a one-half interest, Henry Shaw owning the remaining one-half interest. If John and Robert had not, by length of possession, acquired the interests of all the heirs other than John and Robert, in the absence of proof of the death without heirs of Samuel Bowers and Thomas Bowers, each of the heirs of John Bowers Sr. other than Robert Bowers, would have had a one-eighth interest. In any event I accept John Bowers' evidence that the original agreement between him and Jones was terminated at the time the note and agreement were returned by the parties (page 8, Q. 109, p. 9 Q. 110; p. 10, Q 127). No money was paid by Jones to John Jr. or to any of the other heirs as consideration for transfers.

The above disposition of the question of Mr. Jones' rights in the matter makes it unnecessary to deal with the question

of champerty and misrepresentations to the Department by Mr. Jones, which Mr. Lucas urged upon argument, and leaves me free to recommend, as I most respectfully do, that:

(1) The sale of the land in question be cancelled for non-performance of settlement duties, and non-payment of purchase price.

(2) That a sale of the land be held by public auction with a reserved bid fixed at not less than the amount of the claim of the Crown for unpaid monies and interest therein, the costs of this investigation, and the costs of such sale.

(3) That the proceeds of such sale be distributed.

(a) In payment of the above claims of the Crown.

(b) The balance of the sale price, if any, to be distributed as follows: One half to Henry Shaw, the present owner of the interest of Robert Bowers in said lands; the remaining one-half to be applied first, to the payment to William Jones, an applicant in this matter, of such reasonable expenditures as he may establish to the satisfaction of the Minister as having been made by him in this matter, and as shall leave remaining after the payment of such reasonable expenditure the sum of not less than $400. The sum then remaining to be paid to said John Bowers, Jr.

Accompanying this report will be found a certified copy of the oral evidence, Also my Commission in this matter.

There being no dispute as to the fact of the execution of the documents, (although there is no affidavit of the execution of any of them), nor to their being in form sufficient to constitute a conveyance, I do not include copies of the following evidences of Title filed as exhibits at trial, all of which are on file in the Department of Lands and Forests, namely:-

Q. C. Deed:	John Bowers to William Jones			dated Dec. 23rd,	1922.
" " "	George Bowers "	"	"	" Feb. 6,	1923.
" " "	William Bowers "	"	"	" Feb. 20,	1923.
" " "	Mary Witmer "	"	"	" Feb. 27,	1923.
Transfer	Rachel Adamson to John Bowers,			" March 13,	1923.

With the exceptions of the above mentioned evidences of title, true copies of the following exhibits on file in the Department of Lands and Forests used as evidence in this matter, also letters referred to in my report, accompanying this report namely,

Q.C.Deed from R.R. Bowers et ux to W.G. Pickell dated Mar.26 1910

" " " " W. L. Young et al " Henry Shaw dated Mar. 9, 1923

" " " " Elizabeth A. Pickell to Henry Shaw dated Mar 16, 1923.

Probate of Will of W.G. Pickell dated 14th January 1915

Statement of Assessment, Certified by Township Clerk dated 22nd Dec. 1922.

Receipt for sum of $100. dated 18th Dec. 1922 signed John Bowers

" " " " " " 23 " " " " "

Letter dated	23 Dec. 1922 -	John Bowers to William Jones
" "	Feb. 1st 1923	Deputy Minister to W. Jones.
" "	3 Feb. 1923	W. Jones to Deputy Minister
" "	7 " "	" " " Minister F. & L.
" "	21 April /24	John Bowers to T. Delaney
" "	12 July 1924	" " "
" "	Feb. 14 1925	Mrs. Adamson to John Bowers
" "	Feb. 18 "	Mary Witmer " " "
" "	Mar. 31st "	Deputy Minister " Mary Witmer
" "	" " "	" " " Rachel Adamson
" "	April 8 "	Mrs. Witmer " Deputy Minister
" "	April 1 "	Rachel Adamson " W.C. Cain
" "	July 31 "	Deputy Minister " Geo. Bowers.

ALL of which is respectfully submitted this 23rd day of September 1925.

F. E. Tilns

Commissioner.

C A N A D A

P R O V I N C E O F O N T A R I O

GEORGE THE FIFTH, by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, KING, Defender of the Faith, Emperor of India.

TO FERNANDO ELWOOD TITUS, of the City of Toronto in the County of York, Esquire, Solicitor of the Department of Lands and Forests for the Province of Ontario,

GREETING.

W H E R E A S in and by Chapter 18 of The Revised Statutes of Ontario, 1914, intituled "An Act respecting Inquiries concerning Public Matters", it is amongst other things enacted that whenever the Lieutenant-Governor in Council deems it expedient to cause inquiry to be made concerning any matter connected with or affecting the good government of Ontario, or the conduct of any part of the public business thereof, or of the administration of justice therein, and such inquiry is not regulated by any special law, he may, by Commission, appoint a person or persons to conduct such inquiry, and may confer the power of summoning any person and requiring him to give evidence on oath and to produce such documents and things as the Commissioner or Commissioners deem requisite for the full investigation of the matters into which they are appointed to examine;

AND WHEREAS in a Report of Our Honourable the Minister of Lands and Forests, dated March 24th,1925, it is stated as follows:-

THAT Lots Numbers ninety-four and ninety-five in the Third Range or Concession South West of the Toronto and Sydenham Road in the Township of Glenelg in the County of Grey, in the Province of Ontario,containing one hundred acres more or less, were on January 5th,1855, sold by the Crown to John Hamilton, and by subsequent assignments were transferred to John Bowers;

THAT a portion of the consideration money for the said lots still remains unpaid and due to the Crown;

THAT since the transfer of the said lands to him,the said John Bowers has died intestate, leaving him surviving heirs and next of kin;

THAT applications for the issue of a patent or patents to the said lands have been made by parties adverse in interest to each other, each claiming to be entitled thereto as assignee and successor of heirs and next of kin of the said John Bowers,deceased;

THAT affidavits and other material have been filed with Our Department of Lands and Forests in support of the said applications, but the said material is contradictory and does not seem to be sufficient to accurately determine the rights of the applicants;

THAT it is deemed desirable that viva voce evidence upon oath in reference to the said matters be taken;

AND WHEREAS Our Lieutenant-Governor of Our said Province of Ontario deems it expedient to appoint a Commissioner to inquire into,investigate and to report to Our said Lieutenant-Governor upon the matters hereinafter mentioned,

NOW THEREFORE KNOW YE THAT WE, having and reposing full trust and confidence in you the said

FERNANDO ELWOOD TITUS,

DO

DO HEREBY APPOINT you to be Our Commissioner, with all the powers authorized by the said Act and otherwise howsoever, TO HOLD AND CONDUCT AN INQUIRY AND INVESTIGATION as to who, if any, is or are the person or persons now entitled as the successor or successors in title of the said John Bowers in the said lands, and the nature and extent of the title and interest therein held by each of the said person or persons respectively; and to recommend as to whom, if any, the said lands should be allowed, and upon what terms and conditions.

GIVING TO YOU OUR SAID COMMISSIONER the power of summoning any person and requiring him to give evidence on oath, and to produce to you Our said Commissioner such documents and things as you may deem requisite for the full investigation of the premises.

TO HAVE, HOLD AND ENJOY the said office and authority of COMMISSIONER for and during the pleasure of Our said Lieutenant-Governor in Council.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent, and the Great Seal of Our Province of Ontario to be hereunto affixed.

WITNESS, HIS HONOUR HENRY COCKSHUTT,
Lieutenant-Governor of Our Province of Ontario, at Our Government House in Our City of Toronto in Our said Province, this twenty-fifth day of March in the year of Our Lord one thousand nine hundred and twenty-five, and in the fifteenth year of Our Reign.

BY COMMAND.

PROVINCIAL SECRETARY.

Dated March 25 *A.D.* 1925

C O M M I S S I O N

appointing

FERNANDO ELWOOD TITUS

To inquire into and report upon ownership of lots numbers ninety-four and ninety-five, in the Third Concession, Township of Glenelg, County of Grey.

Recorded *this* 3rd *day of* April *A.D.* 1928. *as Number* 298 *in Liber* G. S. 23.

F. Costello

Deputy Provincial Registrar.

IN THE MATTER OF The Public Inquiries Act R.S.O. Ch. 18 and of the inquiry thereunder as to who if any, is or are the person or persons now entitled as the successor or successors in title of John Bowers, a transferee of lots Number Ninety-Four and Ninety-Five in the Third Range or concession South West of the Toronto and Sydenham Road in the Township of Glenelg in the County of Grey in the Province of Ontario.

I, Emma E. Walton, of the Village of Markdale in the said County of Grey, Stenographer, make oath and say;

(1) I was appointed stenographer by Fernando Wood Titus, Commissioner in above matter, to take evidence herein in shorthand.

(2) That the pages of evidence hereunto annexed 1-30 is a true copy of the evidence taken by me upon the said matter on the 28th day of March, 1925,

SWORN BEFORE ME at the Village of Markdale in the County of Grey this 7th day of May 1925.

A Comm'r Etc.

Emma E. Walton

IN THE MATTER OF APPLICATION FOR PATENT
OF LOTS NUMBERS NINETY-FOUR (94) AND
NINETY-FIVE (95) IN THE THIRD CON-
CESSION, SOUTHWEST OF THE TORONTO &
SYDENHAM ROAD, TOWNSHIP OF GLENELG,
COUNTY OF GREY.

-:- -:-

I. T. LUCAS, Counsel for Harry Shaw,
THOS. DELANEY, Counsel for William Jones.

-:- -:-

Mr. Delaney: "I produce certain deeds from 5 heirs of John Powers, the original owner of the lots in question, to my client, William Jones, under which we claim, and I understand it is admitted by Mr. Lucas that these deeds are correct in execution."

Mr. Lucas: "I have notexamined the deeds but for the purpose of this inquiry I assume they are what they purport to be. I am not raising any question on that."

Mr. Delaney: (1) Document from Rachel Adamson, formerly Rachel Powers, dated 13th day of March, 1923, assigning and transferring her interest in Lots 94 & 95, Township of Glenelg, to her brother, John Powers, of the Village of Markdale, under whom we Claim.

(2) Deed from Mary Whitmore to William Jones, dated Feb. 27th, 1923, produced and on the file.

(3) Quit Claim Deed from William Powers to William Jones dated 20th Feb., 1923, assigning his interest, produced and on the file.

(4) Quit Claim Deed from George Powers to William Jones dated 6th Feb. 1923 covering these lots, produced and on the file.

(5) Quit Claim Deed from John Powers to William Jones, dated Dec. 20rd, 1922, produced and on the file.

Mr. Lucas produces

(1) Quit Claim Deed Robt. RichardPowers, and Sarah Catherine Powers, his wife, to W. G. Hickie, dated March 15th, 1910, duly registered in theRegistry Office on 19th March, 1910.

(2) Quit Claim Deed Wm. T. Young and others, Executors of W. G. Pickle Estate, to Henry Shaw, dated March 9th, 1923, produced and on the file.

(3) Quit Claim Deed Elizabeth Ann Pickle to Henry Shaw, dated March 16th, 1923, produced and on the file.

(4) Copy of Probate of last Will of W. G. Pickle, Probate dated 14th January, 1915, produced and on the file.

Mr. Delaney admits execution of these documents.

Mr. Lucas filing and it is admitted as correct.

(5) Statement of Assessment. Certificate by W.W.MacDonald, Township Clerk, showing the assessment of these lots.

Mr. Delaney does not admit but does not deny.

- - -

JOHN BOWERS called and sworn.

Examined by Mr. Delaney.

1. Q.- Mr. Bowers, you are son of the late John Bowers? A. Certainly.
2. Q.- Your father was a farmer and owner of these lots 94 & 95, Canela?
   A. Yes.
3. Q.- Whom did he obtain these lots from? A. He bought them from Mr. Hamilton, as far back as I can remember.
4. Q.- Did your father John Bowers live on these lots? A.- Certainly.
5. Q.- Did he build the house on these lots? A.- Yes.
6. Q.- Did you live on these lots with your father and the rest of the family? A.- Yes.
7. Q.- How long ago since your father died? A.- We were just talking about this a while ago, about 30 years ago.
8. Q.- Mr. Bowers, do you remember making Statutory Declaration in respect to these lots for me? A.- Yes, not to you to Mr. Jones.
9. Q.- Is that your signature? A.- Yes.

(Mr. Delaney reads declaration Nov. 19/23 but objection raised by Mr. Lucas, and Commissioner rules that it should not be read)

10. Q.- Did your brother Robert Bowers live on these lots? A.- Yes, sir.
11. Q.- What was the arrangement? A.- When father died, Rob was living on the farm and us boys were still there, having a living until such time as we see fit to sell the property. We knew it would have to go through course of law but we had no money so we let it stand. Robert paid the taxes, and kept it up, [illegible] the roadside.

12. Q.- As I understand it, the agreement reached between the heirsand Robert Powers, he stayed on the place, pay the taxes and do the roadwork, was that the agreement? A.- Yes.

13. Q.- Was Robert Powers familiar with this? A.- Yes.

14. Q.- Do you know if Robert Powers paid the taxes? A.- Yes,sir.

15. Q.- Did you ever make inquiries if Robert Powers paid the taxes and did the roadwork? A.- Yes.

16. Q.- Then what happened to your brother Robert, how long did your brother live on the place? A.- Until 10 years ago, I can't tell exactly.

17. Q.- After your father's death, did you ever go on the property A.- Yes, every year.

18. Q.- Did you ever do any work on the farm? A.- Yes.

19. Q.- What work? A.- Put a fence up, put on an iron gate, me and Robert used to work together. The only gate was ever on the farm, I bought and paid for.

20. Q.- Have you, or have you not been doing work continuously on the farm? A.- Since Harry Shaw got it, I never interfered but I picked some apples and looked over the property to see if everything was alright. I could have got wood but I knew it was against the law, at least I thought it was.

21. Q.- Why did you think that? A.- You can burn all you want on the property but you cannot draw any off it.

22. Q.- Is that because the land is not patented? A.- Yes.

23. Q.- A minute ago you mentioned repairing fences, was this afteryour father's death,? A.- Yes.

24. Q.- At whose expense? A.- My own.

25. Q.- Did you or did you not do this openly? A.- Of course my brother was with me.

26. Q.- Was Pickle ever present when you did any repairing to the fences, or work? A.- Yes, I helped him pitch some of the grain that grew on the property.

27. Q.- When was the last time you did any roadwork in connection with these lots? A.- I can't tell you that. I think it was the last year Tom was here. I don't know.

28. Q.- Is that your signature to this declaration? A.- Yes.

29. Q.- Did you swear this declaration before Mr. Armstrong, Police Magistrate? A.- Yes.

Q.- Do I understand it, the expressed reason for opening the opening Frank Torre, on stages on the guard, was the same as re-
iterated, was that the appropriate? A.- Yes.

Q.- The Frank Torre Dominic also said? A.- Yes.

Q.- Is you sure it Robert Torre was in house? A.- Yes, sir.

Q.- Was you ever sure Dominic if Lorenzo Torre was the owner of the house?

A.- Yes.

Q.- Was that supposed to some verbal lease, or how did you
rent the property? A.- Lease to pay rent.

Q.- After your Father's death, did you ever do so?

A.- Yes, every year.

Q.- Did you ever be any work on the farm? A.- Yes.

Q.- Just wait. A.- But a family, not of an item data, so we
labor work in vain expense. The only pay we ever in the
farm, I helped and paid for.

Q.- Here you, so have you got your father were particularly on the
farm? A.- Since Dominic came for it, I have helped his I
looked some applied his lessons over the property to see if every-
thing was right. I could have not work but I kept it was
without the law, at least I thought it was.

Q.- Why did you think that? A.- The one was in you part in I be
lieve it but you cannot draw any off it.

Q.- Is that Dominic the ... is the property? A.- Yes.

Q.- A white man you mentioned injuring Frank, was this affiant
Patsy's sister? A.- Yes.

Q.- Is name Angelo? A.- My son.

Q.- Is the 1st or 2d the fact is not strange? A.- I cannot say which
was with me.

Q.- Was Frank was present when you did not mention to the Jury
a while? A.- Yes, I helped the white man to get in the house
close to the district.

Q.- Was one man just like you did not remove to accession this
case? A.- I don't tell the truth. I believe was the
last year for the work. I don't know.

Q.- Do to look you understand to give evidence? A.- Yes.

Q.- Did you ever have a conversation before ... relative this
matter? A.- Yes.

30. Q.- How long ago did you do woodwork? A.- I can't say.

31. Q.- Would it be 11 years? A.- I think it would be 11 or 12 years. Before Bob left the farm.

32. Q.- How long ago since you put the iron gate on the farm, about 25 years ago? A.- We had it at the back and then moved it to the front.

33. Q.- Would it be 15 years ago to be correct? A.- Don't know.

34. Q.- Did any of the other children do any work in connection with this farm? A.- Not that I am aware of.

35. Q.- Would it refresh your memory for me to read this document to you? A.- Yes, read it over.

(Discussion as to whether document to be read or not)

COMMISSIONER: My ruling is that it is not permissible to refer to the document to refresh the memory of the witness.

36. Q.- Where you present when Pickle's interest was put up by auction? A.C- Yes. I was there. It was put up and bid to $600. and then Mr. McCullough says Now we are not selling the farm, we are only selling Bob Bowers' right to this farm, so then it dropped.

37. Q.- What was it bid up to after that? A.- I can't say what it was after that.

38. Q.- Then Mr. Shaw bought it? A.- I can't tell what Mr. Shaw got it for,

39. Q.- Mr. McCullough says this is not true? A.- Let him prove it.

40. Q.- How many children did your father have ? A.- 9.

41. Q.- Who were they? A.- Rachel Adamson, William, dead and gone, about two years ago. Samuel, don't know where he is. Haven't heard from him for 40 or 50 years. Unmarried. Thomas was married, not heard from for 40 years. His wife went with him. Never heard from him. John (witness) Mary Whitmer,(formerly Corey) George, Bob.

42. Q.- Where does Mary Whitner live? A.- In Listowell.

43. Q.- Did she ever live near here? A.- Yes.

44. Q.- Where? A.- In Markdale.

45. Q.- What's her husband's name? A.-John Whitner.

46. Q.- Did Whitner ever take any wood from this property?

A.- No, Corey did.

47. Q.- How long ago? A.- I think it would 35 years.

48. Q.- Do you remember making declaration or affidavit in which you

said that "my sister's, now Mary Whitner, husband, when Robert owned his one-sixth interest, also removed from the said property and did so in exercise of her right?

A.- Mrs. Whitner, she was Mrs. Condy xxxxand when she was Mrs. Condy, she took the wood off.

49. Q.- How long ago? A.- About 35 years ago.

50. Q.- Do you claim an interest in this property?

A.- I certainly do and a big interest.

51. Q.- Do the other heirs claim any interest in this property?

A.- They certainly do.

Mr. Powers produces letters from Rachel Adamson dated Feb.14th, 1925, and Mary Whitmer dated Feb. 18th, 1925 in which they state their willingness to give him their interest. Mr. Powers states these letters are from his sisters.

52. Q.- When where you last on this farm? A.- Day before yesterday.

53. Q.- Why did you go yesterday? A.- To look over the property.

54. Q.- For what purpose? A.- To see what was going on.

55. Q.- Did you ever go there while Pickle was there?

A.- Yes, help to harvest.

56. Q.- Did you ever take anything away from the farm when Robert was there? A.- Certainly.

57. Q.- What did you take? A.- I took wood and apples. I took what I wanted.

58. Q.- How often have you done so in the last 10 years? A.- I don't know. I got what I wanted.

59. Q.- When did Mr. Jones forbid you? A.- Year ago last fall.

60. Q.- Who objected? A.- Shaw I expect. I don't know. I told him I wanted to get some apples and had as good a right on the farm as Mr. Shaw.

61. Q.- Why did you say that? A.- Because I had it. What's the reason I would not say it.

62. Q.-Did Pickle know you were taking firewood from this place?

A.- Yes, Pickle knew I was taking firewood and I think Harry Shaw knew that he didn't have the whole farm.

63. Q.- Why do you think so? A.- Because I always had my liberty to go on the farm and do as I liked until the time Mr. Jones forbid me.

64. Q.- Did this conversation with Jones take place before you sold him your interest? A.- No, I never interfered since I sold to him. I never took any thing off it since then.

65. Q.- Did Robert Bowers ever deny your ownership in the farm?

A.- No, he did not. Nor none of the rest of the family, I could go there when I liked.

66. Q.- I understand you made declaration for Mr. Lucas? A.- Yes.

67. Q.- What took place when you made the declaration? A.-Read it off

68. Q.- What conversation did you have? A.- You have it there.

CROSS-EXAMINED BY MR. LUCAS:

69. Q.- Your father died about 35 years ago? A.- Yes.

70. Q.- When did he leave this farm? A.- He was on it until his death. He made his home with Bob.

71. Q.- But he had been away a while? A.- Not over a year.

72. Q.- How long is your brother Bob in the West? A.- He has been away about 9 years. He was away about two years before Pickle's sale.

73. Q.- How long did he live in Markdale? A.- I guess it is,- well he lived in Markdale about 20 years before he went West.

74. Q.- So that it would be 30 years since he lived on the farm? A.I think so.

75. Q.- After your father's death, Bob remained on the farm?

A.- He remained there until he left, until he went West.

76. Q.- He lived on the property in the House for 2 years after your father died? A.- Yes.

77. Q.- After Pickle bought this place what use did you make of it?

A.- I got some apples. Don't know that I got anything else because it was forbidden by the Government.

78. Q.- So that after Pickle got the place, all you got was some apples and some wood? A.Yes.

79. Q.- Some wood while Pickle was there? A.- Yes, a couple or three loads of rough limbs just truck.

80. Q.- You didn't cut any wood? A.- No, I didn't want it.

81. Q.- Did you ever value it? A.- No, No not the wood.

82. Q.- Did Pickle know you took away these limbs? A.- He didn't tell me I could have the limbs but he knew that I took them.

83. Q. What value would you place on the apples? A.- I couldn't tell you, I took the best there was.

84. Q.- Did you get 2 or 3 dollars in all the years? A.- Couldn't put any value. I fetched them for my own use.

85. Q.- After Harry Shaw got the place, did you get any? A.- I did. I left some for him and some

for the neighbors. He told me not to take them all. It was just a joke between us. I don't know how it was someone always met me coming home and they would joke me. They said it was alright, to go ahead and take them and we were the best of friends, and no one objected to me taking them. I told Mrs. Powers it seems funny that I always met Pickle or Shaw when I went to steal apples.

86. Q .- You never expected to get any money out of this? A.- I certainly did. I was just waiting for a chance. I should have went to see Mr. Lucas or McCullough but it was just carelessness on my part, but I always calculated to get some money.

87. Q.- None of the rest of the family took any interest in the place? A.- I was always father's boy and if father had lived to make a will I would have had the place. He was never going to giveup until the last. I think I ought to have some interest.

88. Q.- Then the other members of the family except Bob took no interest A.- No, I was father's boy and they took no interest in it until his death and they don't take any interest now., And they were always ready to do what was right with me, they knew I was father's boy.

89. Q.- So that on the real merits of this thing (no one but) you and Bob had any interest? A.- He and my wife would have had the whole thing if he had known he was going to die. Since father's death Bob

90. Q.-and I are the only ones with a claim on the place. Only got some wood. Apart from that no one did anything.

90. Q.- You know Mr. Jones? A.- Yes.

91. Q.- When did you and Mr. Jone strike up this deal? A.- I don't know, I don't remember, when. Jones was acting for Harry Shaw when he ordered me off the place.

92. Q.- You explained to Mr. Jones you had an interest? A.- Yes, I did.

93. Q.- Then some months after that Jones came to you and talked the matter over and said will you sell out to me and I will help you all I can and he was to give you $100. for each of them and you? A.- Yes and I said I will not put one dollar in the place.

94. Q.- Then you signed the transfers to Jones? A.- Yes.

[illegible]

[illegible]

[illegible]

95. Q.- Jones gave you note for $100.? A.- Yes, not cash.

96. Q.- And you gave Jones back agreement? A.- Yes.

Mr. Lucas: This agreement dated 23rd Dec. 1922 reads as follows:

"In the event of any person or persons overruling my rights ---etc.

This document produced and marked "A" on the file.

97. Q.- That your signature? A.- Yes, he gave me note for $100.

98. Q.- And the receipt 18th Dec. 1922, you gave receipt acknowledging that you had received $100.? A.- No.

99. Q.- You received nothing but the note? A.- No.

100. Q.- On the 23rd Dec. 1922 on the same day you signed the deed, you signed this receipt? A.- Yes.

101. Q.- Did you know you signed receipt for $200. and that you had received $100.? A.- No, never received a cent. No, didn't know I was to get $100. He was to give other heirs $100. Didn't know how $200. came in.

Mr. Lucas: Department's letter of Feb. 1st to Jones is produced. It apparently asks for details as to what he has paid for these rights and I produce or refer to the letter of Jones in reply dated 7th Feb., 1923, and which appears on the file marked with the letter "H (Mr. Lucas reads letter to Commissioner) The correspondence further says that he would forward receipt from John Powers Jr.

102. Q.- Did Jones come to you and explain that he had to have receipt for the Department? A.- No.

103. Q.- These statements that he paid you $100., he didn't pay any in cash, and any statements in the letter are not correct? A.- No, When the Note came due he was to give me $100.

104. Q.- The trouble over the piece came on and you made Declaration before Mr. Armstrong that has been referred to? A.- Yes

105. Q.- And you made Declaration before me which has been referred to and is on the file? A.- Yes.

106. Q.- In January, 1924 you had a new deal with Jones? A.- No, we didn't have no deal. Mr. Jones came and got his note and I gave him back the agreement.

107. Q.- Why? A.- Because there was no show for me or for Jones at all.

108. Q.- Jones came to you, not you to Jones, and wanted his note back and he got it? A.- Yes.

109. Q.- And you wanted the agreement back and he gave it? A.- Yes and that settled it.

110. Q.- Has he any rights of your now? A.- Not that I know of. There was no agreement made and I gave back the note and the whole deal was at an end and I made no agreement with him later.

111. Q.- And you have no consideration - money whatever for the deed, for anything? A.- No.

112. Q.- If's there anything coming out of this farm you want it for yourself? A.- Yes, not for Jones. I want all the money for myself and back it up.

RE-EXAMINED by Mr. Delaney:

113. Q.- After January, 1924 when you spoke to Mr. Jones and gave back the note and he gave you agreement, did he ever see you after that? A.Yes

114. Q.- Did he promise to pay for these lots if he got them?
A.- Nothing said about that after.

115. Q.- When was this arrangement with you reached with Jones?
A.- When we made the first agreement.

116. Q.- At the present time do you understand that when Mr. Jones gets title to these lots that you are to get $100. for your share, are you satisfied to take $100., If Mr. Jones get it you expect some recompense? A.- Yes.

117. Q.- Are you supporting him on this application to get it?
A.- I am telling the whole truth. I want to have my right and my father's right to the property.

118. Q.- If Mr. Jones gets title to this property he is to pay you $100.? A.- Yes.

119. Q.- Are you satisfied that Jones pay you $100.? A.- Yes, and if Harry Shaw does the same.

120. Q.- After this arrangement you wrote letter to Dept.?
A.- No, I never wrote letter to Dept.

121. Q.- That your signature? A.- Yes.

122. Q.- It purports to be letter dated 21st April,1924, addressed to T. Delaney, Esq., (reads letter) I am telling you about the letter. A.- I said Mr. Jones came to me and said Mr. Tucas had misrepresented it to me.

123. Q.-"~~If~~ I have ~~any~~ no assistance to give any party and if I had it would be to William Jones who purchased the family rights " so that in April 1924 the statement that Jones had purchased the family rights was correct? A.- Yes. That was the agreement

in the first place. Mr. Jones threw up the sponge and I never had any more signing nor nothing.

124. Q.- So that inApril 1924 the signed statement in which you said "I have no assistance to give anyone but if I had it would be to "Jones who purchased the family rights" you swear this to be the truth? A.- Yes, I can't lie.

125. Q. The arrangement was for the interest of each heir you were to get $100.? A.- I was to get $100. for myself and for the others It was all signed over to me.

126. Q.- And when on the occasion Mr. Jones, when he said he paid you $200.- A.- No he never paid me .

127. Q.- By notes? A.- Yes, he gave notes.

128. Q.- And you were satisfied? A.- Yes.

129."Q.6 He gave you note for $100. but you were to get $100. for each share? A.- Yes.

130. Q.- At one time Mr. Jones had just two assignments:

A.- Yes, and I was busy getting claims all the time.

131. Q.- When he said he paid you $200., the arrangement was you were to get $200. and you were satisfied? A.- Yes.

132. Q-. Wasn't the reason Mr. Jones didn't give you actual cash,was he was waiting to see if he could get the title to the property

A.- Yes.

133. Q.- And you were satisfied? A.- Yes.

134. Q.- When Mr. Lucas came to see you in January, 1924, did he say Mr. Shaw would pay you some money for the claims?

A.- Mr. Lucas never mentioned any money.

135. Q.- Have you been promised some money if Mr. Shaw gets this farm?

A.- No,If Mr. Shaw gets the farm, I 'll try him for some.

136. Q.- You signed receipt for cash? A.- Yes, no I never signed your receipt, not for cash.

137. Q.- Do you sign things without knowing what you sign? A.- No I wouldn't sign receipt for nothing.

138. Q.- Did your father live on the farm with Doot.

A.- Yes, he was there for a while up until his death.

139. Q.- Did you think you were stealing apples from Shaw when you went and got apples? A.- Well no.

140. Q.- Did you consider you were entitled to them,to the apples? A. Yes

in the front place. Q.- Did you notice on the letter [illegible]
was not even signed or initialed.

[illegible]. A.- No that is right. Q. Wasn't it a typed [illegible]
"I have no availability to give advice this is I can [illegible]
"Could you recommend the Fidelity Bonded" [illegible] is a bad
credit? A.- Yes, I think it.

123. Q. The accountant was for the interest of who? [illegible] you were in
get $100.? A.- I was to get $100. [illegible] the [illegible]
It was all clinical what is it.

124. Q.- Are also on the [illegible] Co. [illegible] [illegible]
Lucy.- A.- Yes we have [illegible] .

127. Q.- Is [illegible]? A.- Yes, at [illegible].

128. Q.- Are you very satisfied? A.- Yes.

129.Q.- Is there you note for $100. [illegible] you were in [illegible]. [illegible]
[illegible]? A.- Yes.

130. Q.- As you [illegible] Co. [illegible] just [illegible]
A.- Yes, and I was busy getting clerks all the time.

131. Q.- Does [illegible] you [illegible]. [illegible] [illegible]
is get $100. are you more satisfied? A.- Yes.

132. Q.- Tuesday the [illegible] Co. [illegible] [illegible]
he was asking if was it [illegible] the title is the [illegible]
A.- Yes.

133. Q.- Are you more satisfied? A.- Yes.

134. Q.- Yes. Co. Tuesday [illegible] [illegible] [illegible] [illegible]
Mr. [illegible] you [illegible] for [illegible]
A.- Mr. [illegible] [illegible] [illegible].

135. Q.- [illegible] [illegible] [illegible] [illegible] [illegible]
A.- No, Mr. [illegible] [illegible] [illegible] I [illegible] [illegible] [illegible]

136. A.- The [illegible] [illegible] [illegible] A.- Yes, [illegible] [illegible]
[illegible] for the [illegible].

137. Q.- [illegible] [illegible] [illegible] [illegible] A.- [illegible]
I [illegible] [illegible] [illegible].

138. A.- [illegible] [illegible] [illegible] [illegible]
A.- Yes, [illegible] [illegible] [illegible] [illegible] [illegible].

139. Q.- [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible]? A.- [illegible] no.

141. Q.- Did you ever offer to sell your interest to Shaw? A.- Yes.

142. Q.- Then you wanted to sell your interest to Jones? A.- Yes.

143. Q.- Do your brothers and sisters claim any interest to the property? A.- Don't you see what they wrote.

144. Q.- They do? A.- I am entitled to all that is in it.

145. Q.- No guesswork about that? A.- No.

146. Q.- You never took back the deeds from Jones? A.- No.

147. Q.- The Dept. ----------~~xxx~~ you satisfied that Mr. Jones gets the property if you get $600.? A.- I don't give a darn who I get it from but I want some money.

148. Q.- There is another letter dated 12th July, 1924, is that your your signature? A.- Yes.

149. Q.-You said on your examination by Mr. Lucas that you and Jones had broken off all arrangements in January, 1924, Did you sign this letter? A.- Yes.

Mr. Delaney files letter with Commissioner.

Commissioner examines Mr. Powers:

150. Q.- What is the value of this farm at the present time?

A.- Value: $2000.; $1000. value of wood.

151. Q.- What value in 1910? A.- About $1000.

152. Q.- 1914? A.- It was worth couple hundred more.

153. Q.- Why didn't you apply for Patent?

A.- Just a piece of carelessness. I could have arranged but didn't.

Mr. ROBERT TWINSIDE called and sworn:

Examined by Mr. Delaney.

1. Q.- Were you present at the auction sale when Mr. Pickle's interest was disposed of? A.- Yes, sir.

2. Q.- What took place?

A.- This place was put up for sale and bid up around $600. and then stuck there for a little while and Mr. McCullough made the remark that all they were selling was Mr. Pickle's right that he bought from Bob Powers. They couldn't give a deed for the whole farm.

3. Q.- How long ago was this? A.- I don't just remember. Just right after Mr. Pickle's death.

4. Q.- How much was it sold for to Shaw after that statement?

A.- I think around $240. and it had originally been $600. until Mr. McCullough made the statement that all they were selling was Bob Powers's right in the farm.

5. Q.- Were you speaking to Mr. Powers?

A. Yes. I met him on the street.

Subject to objection, Question 6.

6. Q.- What did he say?

A.- He was telling me about the case being settled to-day. I said you have not got much to do with it. He said I have as much as any person else and I said how is that? You signed off your claim. and he said I got some show and Mr. Lucas said he was going to get me something yet. I think I have as much right as any one else.

Cross-examined by Mr. Lucas:

Mr. Lucas : I want to read letter dated June 9th, 1924 to W. C. Cain, Deputy Minister of Lands & Forests from myself:

(Mr. Lucas reads letter :)

7. Q.- This sale took place in 1914? A.- Yes, about then.

8. Q.- Did you know that it was unpatented lot? A.- I knew then.

9. Q.- Do you remember the particulars of any other property that was offered at that sale? A.- No.

10. Q.- Your recollection is that this Powers farm was bid up to $600.

A.- Near as I can remember.

11. Q.- Then Mr. McCullough made the statement and they commenced the bidding over again? A.- Yes.

12. Q.-, Do you remember any statement made by Mr. McCullough that this was unpatented land? A.- Yes. They couldn't give a deed.

13. Q.- Do you recollect another farm that was offered at the same time and place? A.- Yes.

14. Q.- Mr. McCullough tells me there was another farm offer for sale and it was withdrawn, could that have happened?

A.- I don't remember.

15. Q.- The auctioneer put up one farm and bids went up to $600. and that was not up to reserve bid and they withdrew it, and with that explanation you still agree that the Powers farm was bid up to $600. A.- Yes, I think so.

16. Q.- You made application to the Crown Lands yourself? A.- Yes.

17. Q.- What right did you have to it? A.- That was when the fight started. No one seemed to have any right.

18. Q.- When did you make that application? A.- About the time that Jones started. I made a mistake in the number of the lot.

19. Q.- John and you make a deal? A.- I was buying it from him. He was selling me his right.

20. Q.- Did he sell it to you? A.- No he didn't sell it to me then. Didn't make any definite bargain then.

21. Q.- You spoke of bargain with John, was that if you could get the Patent from the Crown, you would give John $50. for his right? Yes

22. Q.- You went down to see Mr. Cain? A.- I ask Mr. Cain if they could make out clear deed and he said no, he couldn't give clear deed of property yet for a person would have to live on it and do certain improvements and they couldn't make clear deed. Had to perform settler duties. --- I got another letter from Mr. Cain that he had letter from Mr. McCullough about the lots. I saw Mr. Cain again and it didn't go through.

23. Q.- Did you tell Mr. Cain that you were buying Powers out?

A.- I didn't think I was buying Powers out.

24. Q.- You were making application to Mr. Cain for unpatented land?

A.- He knew that Powers owned it.

25. Q.- Did you write the other heirs to see if you could get Q.C.Deeds ?

A.- No.

Mr. Purnside re-examined by Mr. Delaney:

26. Q.- Powers offered to sell his interest for $50.? A.- Yes. He told me if I would buy his interest he could get the rest of them to sign off for $50. each.

Examined by the Commissioner:

27. Q.- Did you see the Notice of the Auction Sale? A.- Yes.

28. Q.- Did you notice in the sale bill that another farm would be put up-

(reads from sale bill on file) Was it put up for sale?

A.- I guess it was put up for sale.

29. Q.- Was it sold that day? A.- I don't know.

Mr. McCULLOUGH called and sworn:

Examined by Mr. Lucas:

1. Q.- You were one of the Executors of the Will of W. C. Hickle and acted as solicitor? A.- Yes.

2. Q.- And you recollect the day the farm was put up for sale?

2. A. The Grant farm was offered for sale at the same time and washid up to $800.

3. Q.- What happened then? A.- I had offered Mrs. Pickle $800. privately for it and we withdrew it and I bought it afterwards. That is as near as I remember, $800. or there abouts.

4.- Q.- The Pickle-Bowers farm was put up at Public Auction?
A.- I couldn't say what was the first offer but Mr. Shaw was the highest bidder and got it and we thought of course the titl was alright subject to the Crown Lands dues. It is possible that we didn't examine the title but we were quite satisfied.

5.- Q.- Then Mr. Turnside made a mistake when he said that the Bowers farm was withdrawn and put up again? A.- We never withdrew the Bowers farm. Mr. Shaw was the highest bidder but W.J.Bowes bid on it too.

6.- Q.- As Executor and solicitor, you thought the estate owned it subject to the Crown Land dues? A.- Yes.

7. Q.- At the time of the sale, as you have stated subject to the Crown Land dues, what is your valuation? A.- I considered if we had got 30 or 40 dollars more it would have been all it was worth.

8. Q.- Am I right in saying that you have been buyer of second growth timber? A.- Yes.

9. Q.- And you have made some money out of it? A.-- Yes I have made a little money. I would have given a few dollars more if I had considered it.

Cross-examined by Mr. Delaney:

10. Q.- What is your valuation of the property now?
A.- I would not give $1000. now. At the time Mr. Pickle got it, it was very fair sum, $150. and pay Crown Land Dept., fair to the Bowers.

11. Q.- You were familiar with the property and knew about the titie?
A.- I found the father had been assessed for it, and paid the taxes. I thought they had lost it by lapse of time.

12. Q.- Did you ever get my Declaration of Possession? A.-
John Bowers got me the other day and he never mentioned it and the only thing he ever said about the property was about an iron gate.

[illegible]

[illegible]

[illegible]

13. Q.- Did you get Declaration of Possession from John Powers?

A.- At the time of the sale? No.

14. Q.- Did you know that the property was in the name of John Powers, Sr and he had left children?

A.- Yes, and grandchildren,- some pretty girls.

15. Q.- You knew there was possibility of the heirs claiming?

A.- No, I never thought that. I came across case showing heirs can abandon.

16. Q.- Why did you give Quit Claim Deed instead of ordinary deed?

A.- We knew it was unpatented.

17. Q.- All you knew at the time was that Robert Powers had paid taxes and that John Powers had died.

18. Q.- You knew that you could not get title by possession from the Crown?

19. Q.- Did you knew that Robert Powers left it and rented it for pasture?

A.- There has been no one living on it since I came.

20. Q.- You knew that the house hadbeen pulled down? A. No, there was an old barn torn down when Pickle had it.

21. Q.- How much has been cultivated? A.- About 3 or 4 acres. Pickle had a little patch of oats and I understood John Powers helped to haul it in.

22. Q.- How much is bush? A.- No bush, second growth timber. Very little for agricultural purposes.

23. Q.- You deny what Furnside says about the bid going up to $600. etc.

A.- I think Mr. Powers and Mr. Furnside are mistaken. I have told you that we thought the title was alright except for the Crown Land

24. Q.- Did Robert Powers go there often? A.- I couldn't say. I imagine he got all the wood he needed. I never saw John Powers near the property, and I may have taken a few apples myself.

25. Q.- You are acting for Mr. Shaw? A.- No, I was but Mr. Shaw thought he would rather have Mr. Lucas. It was quite withmy consent that Mr. Shaw should see Mr. Lucas. We was down there and could attend to it.

Commissioner examines Mr. McCullough:

26. Q.- How long is the land vacant? A.- I never was of any use to have anything to do with the farm. Robert Powers pastured the farm for 20 years. Mr. Furnsides says he rented it for pasture

WILLIAM JONES called and sworn:

Examined by Mr. Delaney:

1. Q.- Give statement:

Mr. Jones: I purchased the interests of the five heirs of the late Jnoc Powersin the lots above referred to and agreed to pay Powers $100 for the claim of each of the heirs and when I said that I had paid $200., it meant that I had two claims at that time from the Powers family each of which were worth $100. I gave a note for the first claim for $100. and for each of the other claims I promised I would pay $100. each but didn't give him any notes for the subsequent amounts for the other shares. The reason I gave him the note and not cash was that I wanted to make sure before I gave him any money I would get the title to the property, and I agreed with Powers that I would pay the expenses of securing the title to the property. In January, 1924, as the Note became due I saw Powers and I had him give me back the note and I gave him back his agreement and instead of giving new note or notes for the amounts as we were not sure when the question would be decided I agreed orally with him that if I got title I would pay him $100. for each claim in accordance with the original agreement. Powers accepted this arrangement and said he was satisfied to leave the matter with me. Then as the matter was not being decided quickly he became dis-satisfied and he said it was for that reason he gave the declaration to Mr. Lucas and I told him I was going ahead with the matter and expected to have it cleared shortly, and then he signed certain letters saying he was satisfied with my application and that he would support me.

1. Q.- Is that right? A.- Yes.
2. Q.- And you didn't give him further notes agreeing to pay? A.- No.
3. Q.- What is your occupation? A.- Farmer,
4. Q.- How many acres of land? A.- 350 acres.
5. Q.- How near to the land in question? A.- Around 3 miles.
6. Q.- How far is Mr. Lucas away from it? A.- About 5 miles.

Cross-examined by Mr. Lucas:

7.- Q.- How long have you been in this country? A.- Great many years.
8.- Q.- In Ontario? A.- About 5 years.
9. Q.- Did you ever take up land in England? A.- No.

9. A. I have had a good education.

10. Q.- Never had any experience as law clark? A. No.

11. Q.- But you did some pretty good conveyancing? A.- I merely copied these off an old Quit Claim Deed.

12. Q.- If I have understood it right, you were not going to pay Powers anything unless the Crown Land would give Patent and you get proper Title.? A.- I would not be willing to pay Powers without knowing that I was going to get the land.

13. Q.- What was your relation with Shaw:when you ordered Powers off the place?

A.- I was farming on the next farm with partner and Shaw was a friend of ours and used to visit us and Mr. Shaw had cattle there pasturing and we used to give an eye to the cattle. I saw this man picking apples and thought he had no right there and I asked him if Mr. Shaw had given him the right. Mr. Powers tried to tell me he had a right.

14. Q.- Subsequently sometime later you saw Powers and made a deal?

A.- Yes, some of the neighbors explained the thing to me about the farm.

15. Q.- What value do you place on the property? A.-$2000.

16. Q.- And you were going to pay Powers? A.6 $100. each that was the sum they asked for.

17. Q.- You were only going to pay that if you got absolute title?

A. Yes.

18. Q.- If your application to the Crown had been granted you would have got the place subject to the Crown Land dues and subject to one-sixth share of Shaw? A.- Yes.

19. Q.- If the Crown does not grant it you would not pay out anything?

A.- No, except my expenses.

20. Q.- You have given your explanation as to the $200. receipt to John Powers? A. Yes.

21. Q.- Why did you take receipt from John Power, Jr. for $200. for his interest? A.- His sisters assigned their interest to him.

22. Q.- Why did you take similar receipt from George Powers?

A.- George Powers is his brother, and his sisters are married.

23. Q.- Did you ever get a letter from the Dept. asking why you had only put $100. as the consideration whereas you claimed to have paid $200.? A.- I can produce every letter I got.

[illegible]

[illegible]

[illegible]

24. Q.- Then George Powers assigned his interest for how much?

A.- $100. each.

25. Q.- Then why did you put in $200.? A.- Don't know why I put it in if it is in.

26. Q.- Why did you put in $150. for Mary Whitner? A. - I don't know.

27. Q.- What did you put in for William? A.- There are the documents.

28. Q.- Do you ask us to believe ~~xxxxx~~ your exact reason you put in $200. is to cover two shares, and you have no explanation why you put in $200. for the other heirs? A.- I was to pay John Powers the amount in the Quit Claim Deed but I don't remember if it Was $200. I was to pay for these claims. Supposed to pay whatever is on the Quit Claim Deeds.

29. Q.- Do you recollect? A.- No, I don't remember what Iwas to pay but I was to pay whatever was on the Quit Claim Deed.

30. Q.- You were pretty sick of it in January, 1924? A. Yes, Iwwas. He was to hand back the note in 12 months if no title could be made.

31. Q.- Tell me about the new deal? A.- The old deal was just off.

32. Q.- What was the reason you asked for the Note?

A.- John Powers used to ask me what I had done when I was down He said what about the note and I said better give it back, it is past due. He wanted to know if I was going to pay the note and I said I would have nothing for it. Better give the note back and we will have another agreement drawn up. He didn't want that he said it was alright the agreement we got. All rights were given up but the verbal agreement stood. I got my note and he got the agreement He said draw up another agreement and Isaid mildly feasible, his wife was there and I said we are all together and its alright.

33. Q.- Then it is not true that it came to an end but later he came to you saying that I had misrepresented his chances? A.- No

34. Q.- Then you did think, at a great price, you obtained the entire value? A.- Yes.

Re-Examined by Mr. Delaney:

35. Q.- When you place value of $2000. is that including Crown Land dues? A.- Yes.

36. Q.- Rachel Adamson assigned her interest to John Powers and you were to pay $100. for Rachel Adamson and $100. for John Powers? A.- Yes.

37. Q.- You have George Powers for $200.? A.- Whatever it says

38. Q.- John Powers' Deed is dated 23rd Dec. 1922, was he to get Rachel Adamson's too? A.- Yes.

39. Q.- George Powers' dated 6th Feb. 1923 in which it says that $200. was to be paid for his claim, where you to pay that for his? A.- Whatever it says there.

40. Q.- William Powers' is later, $200. for William Powers, were you to pay that ? A.- Whatever it says there.

41. Q.- Mary Whitner's is 27th Feb. 1923, and for $150.? A.- Yes.

42. Q.- At first you had two claims? A.- Yes, and they told me to get the others and I went to see John Powers and I had to pay John Powers' expenses, and the lawyer's expenses to get these.

43. Q.- You are willing to pay John Powers whatever you say there? A.- Yes.

44. Q.- You place the value at $2000. ? A.- Yes.

45. Q.- Figuring it up there is $750. to the Beneficiaries and the Crown dues and your expenses? A.- Yes I took John Powers down to the Dept. of Lands and sent him around to the different parties, and there is Mr. Delaney's expenses.

Cross
Re-Examined by Mr. Lucas:

46. Q.- $750. is what you have to pay the heirs? A.- Whatever it says there.

47. Q.- When you wrote the Department that you had $750. in it? A.- In explanation I said this.

48. Q.- You have already said that you did not pay any cash to John Powers, Jr. and that the amount you were to pay him was $10 C. A.- Yes.

49. Q.- [illegible] of Feb. 7th, 1923,) Is that true? A.- I can't say. I can't give any explanation . My explanation is this the $200. was $100. for John Powers and $100. for sister.

50. Q.- You have no other explanation? A.- No.

51. Q.- You know that you were charged that you had not paid cash? You alleged that you had $750. in this deal, did you represent that you had paid $750. ~~xx~~ cash? A.- I don't remember that I ever did.

52. Q.- April 27th, 1923, - "I have $750. in these lots." and the Dept. write for receipt for $200. , were you trying to deceive the Department? A.- I am not trying to deceive anybody.

53. Q.- You gave receipt - Dec. 18th, 1922, " Received from William Jones the sum of $100. on account, the balance to be paid on delivery of the Quit Claim Deed for my rights in the land." A.- Note states for value received.

54. Q.- When you called you stated to the Department that you paid $200. , was that right? A.- No, I don't know that I did. (Mr. Lucas reads letter) I sent receipt for $100. for John Powers and $100. for his sister.

55. Q.- Feb. 3, 1923, William Jones wrote as follows: "I enclose receipt for money paid for Quit Claim Deed which you have in your file. I beg to refer the Commissioner to the Jones letters of Feb. 7th, 1922 with enclosures and Feb. 3rd, 1923 with enclosures, Dec. 18th, 1922 with enclosures, and to the Deputy-Minister letter of Feb. 1st, 1923 and Jones' reply forwarding receipt.

56. Q.- What explanation have you to this, June 12th, 1923, Powers stated to me that he was paid $200. by notes from William Jones. A.- $200. in a note.

57. Q.- I have receipts from William Jones as to the money he paid to the various parties.

A.- I guess I answered his letters. Whatever was in the Quit Claim Deeds I promised to pay.

WILL STAW called and sworn:

Examined by Mr. Lucas:

1. Q.- You are a farmer, living in the Township of Aldershot?
A.- Yes, sir.

2.- Q.- When did you buy this Powers property? A.- Fall of 1914.

3. Q.- At public auction? A. Yes.

4. Q.- For how much money? A.- $255.00

5. Q.- Where there other bidders? A.- Yes.

6. Q.- Did you know it was not Patented land? A. Yes.

7. Q.- You had some knowledge of the amount against it? A. Yes.

8. Q.- From the beginning to the end of the sale, or at any time, was there anything said, subject to the Crown Land claim, the Hoyle Estate was not the owner? A.- I knew there was indebtedness to the Crown but subject to that I thought I was buying the farm.

9. Q.- You have heard Mr. Burnside's statement and to some extent Mr. John Powers' that this property was bid up to $[illegible] and then explanation was given that they were only selling a one-sixth share? A.- I never heard of it.

10. Q.- Could any statement have been made by Mr. McCullough without you hearing it at the sale? A.- I don't know how he could there wasn't a very big crowd.

11. Q.- Having purchased it you got D. O. deed? A.- Yes.

12. Q.- Who prepared this? A.- Mr. McCullough.

13. Q.- Now from that up to the trouble commenced about this place about 1922 or 1923 what use were you making of this place? A.- Pasture. I took off some wood, not very much.

14. Q.- What is the character of this place as to clearing and to pasture land? A.- I don't think one-half is cleared, it may be and the other half has been cleared of trees and is pasture land.

15. Q.- I suppose it is always possible to cultivate land? A.- Within limits. I would not say it would be impossible, much is not cultivatable land. It has to grow crops on it.

16. Q.- From the date of your purchase until Mr. Hoyle made claim on you, did you ever hear, directly or indirectly, of any claim by any person? A.- No, except the story that John Powers said to me. He mentioned that he spoke to me about the peddler he

had in these lots. I don't recollect that he did. He said it was on the street but I don't remember it.

17. Q.- What you say is that you don't recollect anyone making any claim? Although John Powers says he did?

A.- I have no recollection.

18. Q.- You heard John Powers' evidence this morning? A. Yes.

19. Q.- What have you to say about the apples and fallen wood?

A.- Possibly he may have met me on the street and said something about it. As far as I am concerned about it no wood was mentioned. It was quite right once or twice he mentioned about apples and as I live 2 miles away and have an orchard at home, it was all right. I knew that he was going there for apples and also some of the neighbors asked me for apples when they knew there were some there and I said yes.

20. Q.- Do you remember the occasion when you met John Powers coming back from the place with apples? A.- No, I don't remember. I have seen John Powers quite frequently all these years.

CROSS-EXAMINED by Mr. Delaney:

21. Q.- How long have you lived around here? A.- 23 years this April

22. Q.- Did you know that this property came through Robert Powers from the father John Powers?

23. Q.- Did you understand that Robert Powers was the absolute owner of this land? A.- Never heard nothing.

24. Q.- Never heard nothing of the other members of the family?

A.- No, I did not.

25. Q.- You say you don't recollect any occasion when Powers offered to sell this property to you? A.- No but I don't deny it.

26. Q.- Are you willing to pay Powers some money for his claim?

A.- No, I have not said so.

Mr. Delaney reads letter of June to the Department

27. Q.- Would you be prepared to pay Powers something for his interest?

A.- No, I would not.

28. Q.- Are you prepared to pay Powers for his claim?

(no answer, right to answer disputed)

29. Q.- When you bought this property in public auction, did you know the amount that was going for from owner?

A.- I think I was informed approximately.

30. Q.- What was the amount approximately? A.- Somewhere's around $200. I think that was the amount.

31. Q.- Why did you not apply for patent after you purchased this property? A.- Because at that time - - - -

32. Q.- You did not apply for patent? A.- No, I did not.

33. Q.- Was that the reason? A.- Until short time ago. I have heard different things since. I have heard that they would give a revocation.

34. Q.- Is it not a fact that you did not apply for a patent because you wanted certain length of time to lapse so that you might get title by possession. A.- No.

35. Q.- You pledge your oath on that? A.- Yes.

36. Q.- Do you say that what Burnside says in reference to the statement by Mr. McCullough at the sale is not true?

A.- I think he is mistaken. I didn't hear tell of it.

37. Q.- You will pledge your oath on that? A.- Yes, as far as my memory and recollect.

38. Q.- No doubt about it? A.- No I don't think so.

39. Q.- As far as this land is concerned you have never lived on it?

A.- No.

40. Q.- Never cultivated it? A.- No, pastured some cattle.

41. Q.- How long? A.- Some years for the summer months, sometimes from early in April to November, I left them there.

42. Q.- Didn't go near there during the winter? A.- Yes, to cut some wood.

43. Q.- Did you ever sell any wood to man named Lee?

A.- Yes, I think xxxxxxxxxx about $17.00 worth.

44. Q.- Any other wood sales made by you? A.- No.

45. Q.- Pledge your oath that you don't know any other sales? Yes

46. Q.- No doubt about that? A.- No

47. Q.- John Downs went out there to get apples, did you ever see him? A.- I don't know.

48. Q.- Did Downs ever tell you that he purchased or bargained for this property? A.- According to the story he told, I don't recollect it. He may have told me. We met so often we might have. It is possible he might have said something about it.

49. Q.- What did he say about it? A.- I don't recollect the exact anything about it.

50. Q.- Would not that disquiet you to know that some one else had a claim? A.- I might think about it, that would be all.

51. Q.- It would surprise you going around ------- to know that someone had some interest in the property? A.- I guess it would, I don't remember it.

52. Q.- But he may have said it? A.- Alright, he may have.

53. Q.-, Did you ever hear any discussion around among the neighbors that the Powers claimed an interest? A.- No, never heard.

54. Q.- How often have you talked to John Powers? A.- I can't tell you

55. Q.- Have you talked to him once within the last five years?
A.- Oh, yes, John Powers is a fish peddler and I have often met him.

56. Q.- You say he didn't offer to sell this property?
A.- Personally myself, I can't recollect it. It was some place on the street he says. I have no recollection about it.

57. Q.- Is it not a fact that you knew old John Powers was getting on in years and he would not live much longer and none of the Powers family were around and then you would apply for Patent, claiming your title by possession? A.- No such feeling were in my mind.

58. Q.- Did that thought ever come into your mind? A.- No.

59. Q.- You were 10 years before you applied for Patent?
A.- No, not ten years.

60. Q.- You didn't apply although the 10 years hadn't gone?
A.- I think around nine years .

61. Q.- Then you would not have applied even then only Jones -- Isn't it a fact that you would not have applied for the patent if Jones had not applied for it? A.- It is note fact.

62. Q.- When would you have applied for Patent?
At that time I was acquainted with the facts as to the reduction of the Crown Lands claim.

63. Q.- Is that the only reason you would not have applied for the Patent, You thought they were too high? A.- One of the reasons. There was some delay in getting the deed from Mr. McCullough.

64. Q.- There was 9 years' delay? That didn't constitute the delay.

65. Q.- You finally got the deed around about the time Jones applied for patent? A.- Yes.

66. Q.- Was there delay of 9 years in getting the deed?

A.- That time lapsed, pretty near.

67. Q.- Those are the two reasons, first, there was 9 years' delay in getting the deed, and second, you didn't want to pay the Crown dues? A.- I asked Mr. McCullough a time or two about the deed and he said it was alright, down in the office. They disposed of the bank and things were kind of mixed up.

68. Q.- Do you mean to say that the deed was lost?

A.- Not that I know of.

69. Q.- How could that deed be in the Bank's vault? A.- I didn't say that. Mr. McCullough said he had it but when he came to look for it, he had not.

70. Q.- You wasted nine years? Is there any other reason why you did not apply for Patent? A.- It is not my fault at all that I didn't get the deed, it was an oversight on Mr. McCullough's part.

71. Q.- There is only two reasons? A.- Yes.

72. Q.- Is it not a fact that you were waiting for the ten years to elapse? A.- No.

73. Q.- You never heard anything about the members of the Somers family claiming any interest? A.- Never.

74. Q.- Did you ever make any inquiries from Mr. McCullough? A.-No.

Mr. Shaw examined by Commissioner:

75. Q.- Was there any other lots offered for sale at the time of the Pickle sale? A.- Yes.

76. Q.- Do you remember that sale? A.- Quite well.

77. Q.- What land was that? A.- It was a farm just up on the next corner called the Grant farm.

78. Q.- Was it sold? A.- Not that day.

79. Q.- Any bids upon it? A.- Yes.

80. Q.- How high? A.- If I remember right from 100. dollars around there.

81. Q.- How many fences are there on this property?

A.- It is three parts fenced.

82. Q.- Then one-quarter is not fenced? A.- Yes. never was fenced, never heard of it being fenced.

83. Q. No cultivation, except pasture? A.- Little patch about two acres in the center that at one time was cultivated and some stones picked up. Back on the far side, the north, there was another piece, there is small patch there, wire around attached to the trees and they tell me that when Robert Powers lived in town he put that in potatoes.

84. Q.- How much? A.- I would say very little over an acre.

85. Q.- How long was this three-fourths fenced in? A.- Since my time and any time I was over with Mr. Pickle.

86. Q.- All the cultivation you ever say? A.- Yes.

Mr. McCullough re-called

87. Q.-

A.- My impression is that I drew the deed and it got lost. I can't explain the matter. I was doing a fair good business and it got lost somewheres. Then when this trouble came up we had to send out and get a deed from Mrs. Pickle and it took me over a year to do that. That is my impression.

88. Q.- Do you recollect back to the time of the Pickle sale, shortly after that one would naturally think there would be conveyance?

A.- That would be quite right but I think it would be lost.

89. Q.- Your recollection is that the conveyance was executed?

A.- That is my impression, I don't want to be too positive. That is the impression I have, that the deed was prepared and put away with xxxxother papers and it has never turned up.

90. Q.- Why did it take a year to get the deed? A.- I cannot tell Mrs. Pickle was out in the west. I had to send it out to her.

91. Q.- Did it take you a couple of months? A.- It was far more than couple of months, that's right enough. We didn't get it so soon. Mrs. Pickle was in Winnipeg and we sent it to Winnipeg and she went to Edmonton and it came back and we sent it on there. At first she wanted some money to sign and we told her that she was not doing the fair thing to do that.

Mr. YOUNG called and sworn:

Examined by Mr. Lucas:

1.- Q. You are manager of the Bank of Toronto here? A.- Yes.

2.- Q.- You are one of the Executors of the late W. G. Pickle? A.- Yes.

3.- Q.- Do you recollect the sale at which this property was sold to

Shaw? A.- Yes.

4. Q.- What other property was offered for sale at that time?
A.- Property known as the Grant property.

5. Q.- It was stated in evidence this morning that the Powers Property was put up for sale and the bids ~~xxxxxx~~ run up approximately to $600. or better and then Mr. McCullough interfered and made statement to the effect that the Pickle Estate were only selling the share of Bob Powers in the farm and that then the bid was withdrawn and the bidding started again and was then knocked down.
A.- There is no truth in that. McCullough explained the title to the property that Mr. Powers had sold it to Mr. Pickle and was some claim in the Crown Land Dept. and he would ~~xxxxx~~ have to pay that and the bidding went on and the bidders were there and it was sold to Mr. Shaw. I was one of the ~~k~~Pickle Estate Executors.

6. Q.- Do you recollect the amount of the Crown Land claim?
A.- No, I do not.

7. Q.- Did you have it in mind that you were getting the value of the place subject to the Crown Land claim? A.- I thought we were getting more than the value of the property.

8. Q.- You have lived in this section for many years and are familiar with the timber values of this rough place? A.- Yes.

9. Q.- What value ~~of the place~~ would you put on the place in 1914? A.- I would not like to give the amount Mr. Shaw gave for it. It would not be worth any more than four or five hundred dollars to a man who wanted to pasture it only. Timber was cheap.

10. Q.- What value would you put on that place to-day without regard to the Crown Land Claim? A.- About $800. the total value.

Mr. IRVINE: Cross-examination

11. Q.- Who was the auctioneer at this sale? A. Don't remember, Bill Matthews was here a short time. It may have been him. Mr. McCullough read out the conditions of sale.

12. Q.- Did you know old John Powers at one time owned the property?
A.- No, I thought Robert Powers owned it.

13. Q.- I suppose you left that to Mr. McCullough? A.- I had nothing to do with the title. I had never heard of any claim from the Powers, understood that Robert Powers owned the place.

14. Q.- The value you would place on the property is $200. more than the Crown dues? A.- I don't know anything about them. I ~~xxxxx~~ don't know ~~xxxxxx~~ the exact amount but I understand several hundred dollars.

15. Q.- How could you put valuation? A.- Mr. McCullough examined the Crown title , and Mr. Pickle told me the claim the Crown held was for several hundred dollars, I expect about $300. or $400.

16. Q.- Atthat time the property was worth in your estimation about $650. was that a good price? A.- Yes.

17. Q.- Now you think it is $800. only jumped $150. ? A.- Yes.

18. Q. Any wood been taken off since Pickle had it? I have heard so but didn't see it.

Mr. Lucas examines:

18. Q.- Was there any reason why the deed from the Pickle Estate to Shaw should not have been made out immediately after the sale?

A.- None whatever. I remember Mr. Shaw calling in about it several times.

19. Q.- Do you hold Mr. Shaw's papers in the office? A.- No.

20. Q.- By simple carelessness this thing cropped up? A.- Yes.

Mr. Delaney re-examines:

21. Q.- Did you ever hear from Shaw that he waited 10 years before applying for the Patent? A.- No. not until to-day. Mr. Shaw called repeatedly for his deed.

Examined by the Commissioner:

22. Q.- Do you recollect whether there was a deed to Shaw made shortly after the Pickle Sale? A.- I think there was.

23. Q.- Was it signed by you? A.- Yes, my recollection is that I did.

Mr. Delaney:

24. Q-. Could you not have ~~made it~~ drawn another deed?

A.- Mr. Shaw called at times when Mr. McCullough was not there asking for the deeds so it run on.

25. Q.- You would not wait that long for a deed? A.-

Commissioner:

26. Q.- Could this property be used for other purposes than pasture?

A.- It would require a great deal of work and cost more than it is worth.

27. Q.- What would you say its value for agricultural purposes?

A.- There would not be 20 acres in shape the rest is rough land.

28. Q.- Not fit for anything but pasture? A.- No I don't think so.

29. Q.- Do you know anything about wood? A.- Mr. Shaw got some wood after he bought the place, that is the only wood I know of. and all I know of. I could not say how much. In the wintertime for firewood.

30. Q.- None sold for lumber? A.- No. We took it for several years he would have to make it into firewood. The wood I saw him draw was small down trees.

Mr. W. J. POWRS called and sworn:
Examined by Mr. Lucas:

31. Q.- You were a bidder at this auction sale in 1914 for this property

A.- Yes.

32. Q.- How high up did it go? A.- My memory is I bid $250.

33. Q.- You had made some inquiry as to Crown Land dues?

A.- I understood four or five hundred dollars. $250. was my bid.

4. Q.- Do you know who got it? A.- Yes, Harry Shaw.

5. Q.- Was it ever withdrawn from sale? A.- No, immediately knocked down to Shaw, subject to Crown lands dues.

6. Q.- Was that a fair price for the property? A.- I was in the hardware business and wanted a property for a little old or outing and I considered that was my value

CROSS-EXAMINED BY Mr. DELANEY:

7. Q.- I see there is an affidavit in which this property was sold for $300.? A.- I can't tell you anything about that.

8. Q.- Would you say you were mistaken? A.- I don't know what Shaw paid for it. Well, I did know at the time but don't want to take my oath now.

9. Q.- Would you take your oath that it went up to $600.?

A.- My recollection is that it did not go up that high. I am reasonably positive that it did not.

10. Q.- Who was the auctioneer? A.- Judd Mathews.

11. Q.- Do you know that John Powers swore that it was Geo. Noble, would you swear that you are right?

A.- No, I would not swear but I am under the impression that it was Mathews:

12. Q.- You may have made a mistake about the $600. A.- No, I don't think I did.

13. Q.- Have you talked with Shaw about it? A.- I may have talked a great number of times.

14. Q.- When did you first hear about the $600.? A.- Never heard about it. I have not met him until today

15. Q.- Never met him until recently: A.- Shaw and I are neighbours

16. Q. Relatives: A.- No, we are both Methodists.

17. Q.- There has been mistake in the auctioneer and there has been mistake in the amount paid, you may be mistaken about the $600.? A.- I am not answering your question, I can't.

18. Q.- Certain people made mistake in swearing as to the amount paid for the land, mistakes as to the auctioneer? A.I am still under the impression that it was Rudd Matthews:

19. Q. It is your opinion that it was? A.- ~~xxxxxx~~ There might be mistake happpen. It is a question of yours, it is not mine. I dont think you have any right-

20. Q.- Mr. McCullough swears it two years ago? A.- Question of time.

Examined by the Commissioner:

21. Q.- Tell me, put it in dollars, as to what was the value of this land at the time of the Pickle sale? A.- I was putting it at $750. at that time.

22. Q.- What do you think it is worth now? A.- I have not been over it for five or six years, roughly speaking around $900. or $1000.

Mr. Lucas re-calls Mr. Shaw:

23. Q.- The river runs along the back of this place and serves as a fence? A.- Yes.

24. Q. How much as been cleared of timber and prepared for cultivation at any time. A.- I would not say one-half.

25. Q.- Somewheres, approximately one-third to one-half is cleared of timber to day? A.Hardly one-half to-day.

26. Q.- How much of that clear half has been stoned up made ready for cultivation?

(Discussion as to whether or not this evidence has been given previously and the Commissioner rules the witness should not now be allowed to give evidence to show as to what part of the land appears to have been cultivated years ago.)

IN THE MATTER OF APPLICATION
FOR PATENT OF LOTS NUMBERS
NINETY-FOUR (94) AND NINETY-FIVE
(95) IN THE THIRD CONCESSION,
SOUTHWEST OF THE TORONTO &
SYDENHAM ROAD, TOWNSHIP OF GLENELG
COUNTY OF GREY.

":":":":":":":":":":":":":":":".

F v I D E n C E .

":":":":":":":":":":":":":":":":

THIS INDENTURE made in duplicate the twenty sixth day of March in the year of our Lord one thousand nine hundred and ten

BETWEEN

Robert Richard Bowers of the Village of Markdale in the County of Grey, Farmer and Sarah Catharine Bowers of said Village of Markdale wife of said Robert Richard Bowers of the First Part

and

Walmott Gordon Pickell of the said Village of Markdale Driver of the Second Part.

witnesseth that the said parties of the first part for and in consideration of One hundred and fifty Dollars of lawful money to them in hand paid by the said party of the second part at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) Have granted, released and quitted claim and by these presents DO GRANT RELEASE AND QUIT CLAIM unto the said party of the second part his heirs and assigns forever ALL the estate right title interest claim and demand whatsoever both at law and in equity or otherwise howsoever and whether in possession or expectancy of them the said parties of the first part of in to or out of ALL AND SINGULAR those certain parcels or tracts of land and premises situate lying and being in the township of Glenelg in the County of Grey and known and described as Lots Numbers Ninety four and ninety five in the Third range or Concession south west of the Toronto and Sydenham Road in the said Township of Glenelg.

TOGETHER with the appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said party of the second part his heirs and assigns for ever SUBJECT NEVERTHELESS to the reservations limitations, provisoes and conditions expressed in the original Grant thereof from the Crown.

IN WITNESS Whereof the parties to these presents have hereunto set their hands and seals.

Signed, Sealed and Delivered in the presence of	)	(SGD) Robert Richard Bowers
(SGD) W. J. Bowers	)	" Sarah Catherine Bowers.

Dated 26th March 1910

I hereby certify that the within Instrument duly Entered and Registered in the Registry Office for the South Riding of the County of Grey in Book No. 18 for the Township of Glenelg at 2.00 o'clock P.M. of the 29th day of March A.D. 1910, as Number 8356

(SGD) A. Will H. Lauder
By Registrar.

Robert Richard Bowers

and Sarah Catharine Bowers

To

Wilmot Gordon Pickell

QUIT CLAIM DEED

$1.40

Re Pickett

Memo _____ 30th March 1910

Deed $1.40
Deed 1.40 - Re Gough
Deed 1.40)
M 1.00) " Kentner

Post .10

$5.30 Amt.

P. McCullough

County of Grey TO WIT:) I, William J. Bowers of the Village of Markdale in the County of Grey Insurance Agent, make oath and say

1. THAT I was personally present, and did see the within Instrument and Duplicate thereof duly signed, sealed and executed by Robert Richard Bowers and Sarah Catharine Bowers two of the parties thereto

2. THAT the said Instrument and Duplicate were executed at the Village of Markdale.

3. THAT I know the said parties.

4. THAT I am a subscribing witness to the said Instrument and Duplicate.

SWORN Before me at the Village of Markdale in the County of Grey this 26th day of March in the year of our Lord 1910) (SGD) W. J. Bowers

P. McCullough

Notary Public Ontario

THIS INDENTURE made the Ninth day of March A.D. 1920

BETWEEN

William L. Young, Banker and Patrick McCullough, Barrister, both of the Village of Markdale in the County of Grey, of the First Part and

Henry Snow of the Township of Artemesia in the County of Grey Farmer, of the Second Part

WHEREAS one Wilmot Gordon Pickell late of the Village of Markdale in the County of Grey, Grocer, was possessed of the hereinafter mentioned lands and by his last will and testament bearing date the 4th day of November A.D. 1911 devised said lands to his wife Elizabeth Ann Pickell and in said will nominated, constituted and appointed his said wife and the parties hereto of the first part the Executors of said will

AND WHEREAS the said Wilmot Gordon Pickell departed this life on or about the 2nd day of November A.D. 1914 without revoking or otherwise cancelling or revoking his said will

AND WHEREAS Probate of the said will was granted to the said Elizabeth Ann Pickell and the parties hereto of the first part on the 14th day of January A.D. 1915

AND WHEREAS the said lands were duly advertised in the Markdale Standard and by Posters and put up for sale by Public Auction at the Village of Markdale, being the place most convenient to said lands, on Saturday the 14th day of November A.D. 1914, A copy of said Advertisement of sale is hereto annexed.

AND WHEREAS said hereinafter mentioned lands were sold to the party hereto of the second part at or for the sum of two hundred and fifty five Dollars at said Public Auction

AND WHEREAS the said Elizabeth Ann Pickell has removed from the Province of Ontario and as we are informed and believe is at present residing at the City of Regina in the Province of Saskatchewan and although a conveyance of said lands has been sent to her she up to the date of these presents has refused and neglected to execute and return to the parties hereto of the first part said conveyance so sent to her

NOW THIS INDENTURE WITNESSETH that the said parties of the first part in consideration of the premises and of the sum of

two hundred and fifty five Dollars of lawful money of Canada to them now paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby grant, release and quit claim unto the said party of the second part, his heirs and assigns. for ever all estate, right, title, interest, claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of them the said parties of the first part as executors of the last Will and testament of said Wilmot Gordon Pickell, deceased, of, in, to or out of all and singular those certain parcels or tracts of land and premises situate, lying and being in the Township of Glenelg in the County of Grey and being composed of Lots numbers Ninety four and Ninety five in the Third Range or Concession south west of the Toronto and Sydenham road in the said Township of Glenelg, together with the appurtenances thereto belonging or appertaining.

To HAVE AND TO HOLD the said lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said party of the second part, his heirs and assigns forever

A Copy of the said Probate of the said last Will and Testament of said Wilmot Gordon Pickell was duly registered in the Registry Office for the Registry Division of the South Riding of the County of Grey on the fourth day of May A.D. 1915 at one o'clock in the afternoon in Book number 5 for the General Register as Number 1516.

IN WITNESS WHEREOF the said parties hereto hereunto set their hands and seals.

Signed, sealed and delivered in the presence of (SGD) Jno. T. McAuley	)	(SGD) William L. Young (SEAL) (SGD) E. McCullough. (SEAL)

County of Grey)
)
To Wit)

I, John G. McAuley of the Village of Markdale in the County of Grey, Bank Clerk, make oath and say:

1 That I was personally present and did see the within Instrument and duplicate thereof duly signed, sealed and executed by William L. Young and Patrick McCullough two of the parties thereto.

2 That the said Instrument and duplicate were executed by the said parties at the Village of Markdale in the County of Grey.

3 That I know the said Parties.

4. That I am a subscribing witness to the said Instrument and Duplicate.

SWORN before me at the Village of)
Markdale in the County of Grey)
this 13th day of March A.D. 1923) (SGD) J. G. McAuley

(SGD) J.A. Jackson *Jr A Commr &c*

DATED 9th March 1923

William L. Young
et al
Executors

to

Henry Shaw

QUIT CLAIM DEED.

P. McCullough

THIS INDENTURE MADE the 16th day of March A.D. 1923.

BETWEEN

Elizabeth Ann Pickell of the City of Regina in the Province of Saskatchewan Widow, wife of W. C. Pickell late of the Village of Markdale in the County of Grey, Grover, deceased, of the First Part and Henry Show of the Township of Artemesia in the County of Grey, Farmer, of the Second Part.

WHEREAS the said W.C. Pickell was possessed of the hereinafter mentioned lands and by his last Will and Testament devised the same to his wife the party hereto of the first part and the said party of the first part is desirous of conveying said lands to the party hereto of the second part and is a party hereto for that purpose.

NOW THIS INDENTURE WITNESSETH that the said party of the First part in consideration of three hundred dollars to her now paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged doth hereby grant, release and quit claim unto the said party of the Second Part, his heirs and assigns, all estate, right, title interest claim and demand whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of her, the said party of the First Part, of, in, to or out of all that certain parcel or tract of land and premises situate, lying and being the in the Township of Glenelg in the County of Grey and known and described as Lots Numbers Ninety Four and Ninety five in the Third Range or Concession South west of the Toronto and Sydenham road in the said Township of Glenelg, together with the appurtenances thereto belonging or appertaining.

To have and to hold the said lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said party of the Second Part, his heirs and assigns forever.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED	(SGD) Elizabeth Ann Pickell
in the presence of	(SEAL) Elizabeth Ann Pickell (SEAL)
(SGD) R.C. Trible	

DATED 16th March 1923

Elizabeth Ann Pickell

to

Henry Shaw

QUIT CLAIM DEED

P. McCullough

CANADA PROVINCE OF ONTARIO

IN HIS MAJESTY'S SURROGATE COURT OF THE COUNTY OF GREY

BE IT KNOWN that on the Fourteenth day of January in the year of Our Lord One thousand nine hundred and fifteen the last WILL AND TESTAMENT OF Wilmot Gordon Pickell late of the Village of Markdale in the County of Grey and Province of Ontario, drover, deceased, who died on or about the second day of November in the year of Our Lord one thousand nine hundred and fourteen at the Village of Markdale in the County of Grey and who at the time of his death had a fixed place of abode at the Village of Markdale in the said County of Grey was proved and registered in the said Surrogate Court, a true copy of which said last Will and Testament is hereunder written and that the administration of all and singular the property of the said deceased and any way concerning his Will was granted by the aforesaid Court to Elizabeth Ann Pickell, Widow, William L. Young, Banker and Patrick McCullough, Barrister, all of the Village of Markdale, in the County of Grey the executors named in the said will they having been first sworn well and faithfully to administer the same by paying the just debts of the deceased and the legacies contained in his will so far as they are thereunto bound by law, and by distributing the residue, if any, of the property according to law, and to exhibit under oath a true and perfect inventory of all and singular the said property and to render a just and true account of their executorship whenever thereunto lawfully required.

(SEAL) (SGD) "W.A. Bishop"

Registrar of the Surrogate Court

of the County of Grey.

THIS IS THE LAST WILL AND TESTAMENT OF me Wilmot Gordon Pickell of the Village of Markdale in the County of Grey, Drover, made this Fourth day of November A.D. 1911 in manner following, that is to say:

I hereby revoke all wills and testamentary writings ~~me~~ by me heretofore made and declare this to be my last will and Testament.

I order and direct my executors hereinafter named to pay all my just debts and funeral and testamentary expenses as soon as convenient after my death.

I give devise and bequeath all my real and personal estate and property of whatever kind and wheresoever situated to my beloved wife Elizabeth Ann Pickell for her onw use absolutely.

I nominate, constitute and appoint my said wife, Elizabeth Ann Pickell and my friends William L. Young Banker, and Patrick McCullough Barrister all of the village of Markdale in the County of Grey to be the Executrix and Esecutors of this my last Will and Testament.

In Witness Whereof I have hereunto set my hand the day and year first above written.

Signed, published and declared by the said Wilmot Gordon Pickell as and for his last Will and Testament in the presence of us who both present at the same time at his request in his presence and in the presence of each other have subscribed our names as witnesses.) (SGD) W. G. Pickell

(SGD) Andrew Brown
(SGD) P. McCullough

I certify the foregoing to be a true and correct copy of the Will of deceased

"W.A. Bishop"

Registrar of the Surrogate Court

of the County of Grey.

This to certify that I have examined the assessment books and other papers referring to Lots Numbers 94 and 95 in the 3rd Concession or Range South west of the Toronto and Sydenham Road in the Township of Glenelg in the County of Grey and have found that said lands have been assessed to and the taxes levied on same against the following persons.

Years	
1870 to 1875	Inclusive assessed to John Bowers
1876	Lot 94 assessed to Thos. Bowers Lot 95 to John Bowers
1879 to 1890	Inclusive Assessed to John Bowers
1891 to 1910	(Inclusive) Assessed to Robert Bowers
1911 to 1914	(Inclusive) " " W.G. Pickle
1915 to 1922	(Inclusive) " " Harry Shaw

Dated at Glenelg Township this 22nd day of December A.D. 1922

(SGD) H. H. McDonald

Township Clerk

R.R. 1 Priceville,

Ont.

Toronto,

July 31st 1925.

Sir:

Re Lots 94 and 95 in the 3rd Concession South west of the Toronto and Sydenham Rd in the County of Glenelg in the County of Grey .....
.....

An inquiry is being made in this matter to determine what if any, interest, the several children of your father, John Bowers, have in the above lots. Some evidence has been given in this matter which might leave the impression that following the death of your father his children other than John and Robert were satisfied to have John and Robert use the property as though it were their own and make use of it for themselves (for John and Robert) whatever profit they could make. In effect, that the property was abandoned by the others to John and Robert with no expectation that the other children would ever receive anything from the property.

Please let us know whether the above accords with your recollection of the understanding that you had in reference to this matter. If it does not please state your recollection of the arrangement, - if any, that was made between the heirs, when made, and who were present at

COPY

Markdale Ont.,

18 Dec. 22

Received of William Jones the sum of One Hundred Dollars on account the balance to be paid on delivery of Quit Claim Deed for my rights in Lots 94-95 Glenelg C. of Grey S W T & S R.

(Sgd) John Bowers

"B"

Markdale Ont.,

23 Dec. 22

Received of William Jones One Hundred Dollars, balance due to me for my rights in Lots 94 & 95 Glenelg, C. of Grey making a total of Two Hundred Dollars received for which I issue a Quit Claim Deed.

(SGD) John Bowers.

This is Exhibit "A" referred to in the annexed declaration of John Bowers declared before me this 24th day of May 1924.

(SGD) I. B. Lucas,
A. Comm'r.

Markdale,
Ont.,
23 Dec. 22.

To
William Jones,
Lot 96, Glenelg

In the event of any person or persons over ruling my rights in lots 94 & 95 Glenelg County of Grey and obtaining Patent or preventing you in any way whatsoever from having the sole rights which I have sold to you by my quit claim deed issued by me any time within the next twelve months from above date, I agree to return the note given One Hundred Dollars to the said W. Jones, interest to be charged if note is paid.

(SGD) John Bowers.

) 45763

JOHY

Toronto,

Feb. 1st, 1923.

Sir:

Your letter of 24th inst., received and contents noted respecting lots 94 and 95 West of the T. & S. Road township of Glenelg, which lots at the present time stand in the name of John Bowers, Sr.,

Your letter has been placed on file along with the quitclaim deed in your favor dated December 23rd 1922, from John Bowers Jr. of his interests in these lots.

When you called at the Department you stated that you had paid Bowers $200. for his interests in this land although the consideration mentioned in the quit-claim deed is only $100. and I have therefore to request you to file a receipt from John Bowers, Jr. to that effect.

You will be allowed a reasonable time in which to file this receipt and in the meantime no action will be taken to dispose of this land and in any case your claim will have full consideration when the disposal of this lot is finally dealt with.

Your obedient servant,

Deputy Minister.

JED/BC.

W. Jones, Esq.,
R.R. #6,
Markdale,
Ont.

R.R. 6

Markdale

Ont.

3 Feb. 1923

Re Lots 94 & 95 Glenelg
County of Grey
T. & S. R.

Sir:

I enclose receipts for money paid for the quit Claim Deed which you have at your office.

Yours &c (SGD) W. Jones

"H"

Re Lots
94 & 95
Glenelg, C. of Grey,
S W T & S Rd

R.R. 6
Markdale
Ont
7 Feb./23

Minister Forest & Lands

Sir:

Yours of the 1st to hand with reference to the amount paid for the Quit Claim Deed which I had purchased from J. Bowers Jr. I may say that I wrote out the Deed myself and you will note that I said I paid $100. cash in hand that was the deposit that I gave him until I got the deed written out, and at the end of the deed you will note that I paid him $100.00 for the Deed when he signed it.

I could not afford to go to a lot of expense with a lawyer so I copied an old Quit Claim Deed and put the amounts in as I thought was right, hoping this will explain matters.

I forwarded you the receipts on the 3rd inst.

Yours &c.

(SGD) W. Jones

Lot 96

Markdale P.O. Ont. 21 April 1924

"Jones v. Shaw"

T. Delaney Esq.,
Toronto

Sir:

I beg to inform you that I have not promised assistance to Mr. Lucas, Shaw, or any one else. I have no assistance to give anybody, if I had I would be to the man W. Jones who purchased the family rights.

Yours &c.

(SGD) John Bowers.

COPY

Exhibit

Markdale

Ont.

12 July 1924.

T. Delaney Esqr.

Barrister

Toronto.

Sir

Re Jones & Shaw.

With reference to the letter which Mr. Jones received from you I beg to state that Mr. Lucas spoke to me about the property. I did not understand what he meant, he asked me to sign some papers, I did so, but I can assure you that it was not my intention to interfere with Jones' rights to the property, as he bought the family rights and no one else, and therefore he is the only man entitled to same.

I am awfully sorry that I ever signed any papers for Mr. Lucas to have caused any trouble, but it was in ignorance, Hoping this will explain matters.

Yours &c.

(SGD) John Bowers.

Campbellford Feb. 14 1925.

Dear Brother John

I received your letter yesterday in regard to the old Home. Yes, I will give you my share of it. I tho't I signed papers to that effect some time ago. If there is any other papers in regard to it send them along.

Lovingly

Sister Hattie

Mrs. L. Simmon.

COPY

Listowel Feb. 1[illegible] 1925.

To Mr. John Bowers

Markdale

I give to you any money that should come to me from my father's farm in or near Markdale.

Your loving sister

(SGD) Mary Witmer

Listowel,

Ont.

Toronto,

March 31st 1925.

Madam:

Re Lots 94 and 95 in the 3rd concession S.W. of the Toronto and Sydenham Road, Township of Glenelg, County of Grey.

In a recent inquiry in the above matter it was stated in effect by your brother, John Bowers that your father John Bowers and your brothers, Robert and John, made their home on the above lot during the last few years of your father's life, and that after his death your brothers, Robert and John, continued in possession of the property, taking whatever profits there were from occupation and use of it without accounting in any way to the other heirs for their profits and use of the property and that the heirs, of other than Robert and John, did not in any way occupy or use the property after your father's death other than that on one occasion your first husband removed wood from the property for your use.

Please state whether the above statements agree with your knowledge or recollection of the facts and also, what, if any, was the arrangement with you or the other heirs under which your brothers, Robert and John, or either of them lived on or made use of the property.

Your brother John has filed with the Department a letter said to be signed by you in which you give to him any money that should come to you from your father's farm. May we take for granted that the signature to this letter is your signature?

Your obedient servant,

Deputy Minister.

rcr/bd.

Mrs. Mary Witmer,
Listowel,
Ont

COPY

Toronto,

March 31st 1925.

Madam:

Re Lots 94 and 95 in the 3rd concession S.W. of the Toronto and Sydenham Road, Township of Glenelg County of Grey.

At a recent inquiry in the above matter it was stated in effect by your brother, John Bowers, that your father John Bowers and your brothers, Robert and John, made their home on the above lot during the last few years of your father's life, and that after his death your brothers Robert and John continued in possession of the property, taking whatever profits, there were from occupation and use of it, without accounting in any way to the other heirs for their profits and use of the property and that the heirs, other than Robert and John, did not in any way occupy or use the property after your father's death.

Please state whether the above statements agree with your knowledge or recollection of the facts and also, what if any, was the arrangement with you or the other heirs under which your brothers, Robert and John, or either of them, lived on or made use of the property.

Your brother John has filed with the Department a letter said to be signed by you in which you give to him any money that should come to you from your father's farm. May we take it for granted that the signature to this letter is your signature.

FYT/BC.

Yours very truly,

Mrs. Rachel Adamson,
Campbellford,
Ont.

Deputy Minister

Listowel April 8 1925.

Gentlemen:

Yours received re the Bowers farm as near as I can remember you the statement in your letter is correct. I do not remember of anything special being said. The boys John and Robert had full possession and the rest of us did not need it so just let the boys have it. The letter you speak of signed by me is positively correct.

Yours

(SGD) Mrs. J.C. Witmer.

COPY

Campbellford, April 1. 1925.

Mr. W.C. Cain,

Toronto, Ont.

Dear Sir:

Your letter of March 31 re Lots 94 and 95 on 3rd concession, Township Glenelg, County of Grey, received this morning.

Replying I beg to say that the statement of my brother John Bowers as contained in the first paragraph of your letter is correct, according to my knowledge of the facts.

There was no arrangement between my brothers Robert and John and other heirs in regard to the use of the property by the aforenamed brothers.

As to the letter filed by my brother with the Department I beg to say that the signature thereto is my signature.

Yours Sincerely,

(SGD) Mrs. Rachel Adamson.

Toronto,

July 31st 1925.

Sir:

Re Lots 94 and 95 in the 3rd concession South west of the Toronto and Sydenham Rd in the County of Glenelg in the County of Grey.....
.....

An inquiry is being made in this matter to determine what if any, interest, the several children of your father, John Bowers, have in the above lots. Some evidence has been given in this matter which might leave the impression that following the death of your father his children other than John and Robert were satisfied to have John and Robert use the property as though it were their own and make use of it for themselves (for John and Robert) whatever profit they could make. In effect, that the property was abandoned by the others to John and Robert with no expectation that the other children would ever receive anything from the property.

Please let me know whether the above accords with your recollection of the undertaking that you had in reference to this matter. If it does not please state your recollection of the arrangement,- if any, that was made between the heirs, when made, and who were present at the time and took part in discussing the forms of the arrangement. In order that there may be no unnecessary delay in disposing of this matter please send me your reply as early as possible. At the same time, please give me the name of the executor or administrator of the estate of your brother, Wm. Bowers.

Your obedient servant,

FRT/BC.

Deputy Minister.

Geo. Bowers, Esq.,
Stouffville,
Ont.

Stouffville, Aug. 13 1925.

Deputy Minister of Lands and Forests

Lear Sir:

Your letter of July 31 received about lots 94 and 95 in the township of Glenelg county of Grey. I doant remember just what might have been sed at my father's funeral but I think I have sum claim or enterest in it. I admit that we have all been carles. I always understud that my father never had a clear title to this property and not nowing how

to get a clear title we have done nothing. If it can be straitined up satisfactory I will be pleased. I doant understand just what has been done. My Brother William's executor is Thomas William Brumby, Pape Ave. Toronto, I do not know his number, it is north of Danforth.

(SGD) George Bowers

Stouffville,

Ont.

REPORT

of

F. E. TITUS

COMMISSIONER

UNDER

PUBLIC INQUIRIES ACT

In the Matter

of

APPLICATION FOR PATENT

of

Lots 94 and 95 in 3rd Concession S.W.
of Toronto and Sydenham Road,
Township of Glenelg.